

# MEMORANDUM OF UNDERSTANDING

*Between*



ATYRAU STATE UNIVERSITY (ASU),  
KAZAKHSTAN

*And*



UNIVERSITY OF MAZANDARAN (UMZ), IRAN

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ATYRAU STATE UNIVERSITY, KAZAKHSTAN  
AND  
UNIVERSITY OF MAZANDARAN, IRAN  
October 13, 2017**

**ASU** and **UMZ** shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

- A. **ASU** was established in 1950, one of the leading universities in western Kazakhstan, which ensures the quality of training of high-qualified specialists according to international standards. In taking various initiatives to enhance its academic and research capabilities, **ASU** has established partnerships with various organizations.
- B. **UMZ** is the largest state higher education center in the province of Mazandaran, had formerly consisted of a number of tertiary education centers. In 1979 the centers were officially merged to form what is now known as University of Mazandaran.
- C. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.
- D. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1  
SCOPE OF COOPERATION**

- 1.1 The Parties, subject to the terms of this Memorandum of Understanding and the acting laws, rules and regulations, will endeavour to promote and expand international development, understanding and friendship by stimulating and supporting educational, professional, and intercultural activities, involving projects among students, staff and professors of **UMZ** and **ASU**.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

**ARTICLE 2  
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

The Parties agree to appoint an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinator will serve as the contact person on campus, being responsible of implementing the decisions and ensuring that required approvals were taken, and overseeing the productive stay of the visiting students/experts and arrangements regarding their visits.

**ARTICLE 3  
FINANCIAL ARRANGEMENT**

- 3.1 This Memorandum of Understanding will not arise any financial obligation of the Parties.
- 3.2 Each Party will meet its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.3 Any intellectual property developed in collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

**ARTICLE 4**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper is prohibited without the prior written approval of the Party.
- 4.3 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out –
- i. jointly by the Parties, or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon;
  - ii. solely and separately by **ASU** or **UMZ**, or research results obtained through the sole and separate effort of **ASU** or **UMZ**, as the case may be, shall be solely owned by the Party concerned; and
  - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.

**ARTICLE 5**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not arise any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE 6**  
**NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

**ARTICLE 7**  
**REVISION, MODIFICATION AND AMENDMENT**

- 7.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

- 7.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 7.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

#### **ARTICLE 8 SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

#### **ARTICLE 9 SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

#### **ARTICLE 10 DURATION AND TERMINATION**

- 10.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 10.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 10.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

ARTICLE 11  
NOTICES

To ASU:

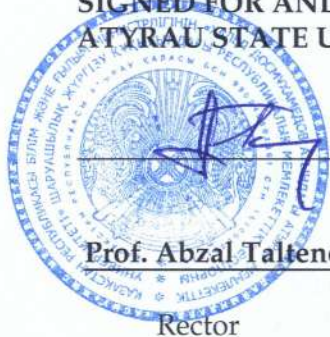
**Atyrau State Univerity**  
212, Student Ave., Atyrau, Kazakhstan  
(<https://asu.edu.kz/en/>)  
Tel.: +7 712 227 6305 and +7 712 2492127  
E-mail: [international\\_office@asu.edu.kz](mailto:international_office@asu.edu.kz)

To UMZ:

**University of Mazandaran**  
P.O.Box: 416, Pasdaran Street, Babolsar, Postal Code 57416-13534,  
Mazandaran, Iran (<http://en.umz.ac.ir>)  
Tel: +98 11 35303560  
Fax:+98 11 35334253- +98 11 35253353  
E-mail: [info@umz.ac.ir](mailto:info@umz.ac.ir)

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding.

SIGNED FOR AND ON BEHALF OF  
ATYRAU STATE UNIVERSITY:



Prof. Abzal Taltenov

Rector

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SIGNED FOR AND ON BEHALF OF  
UNIVERSITY OF MAZANDARAN:

Mirnia

Prof. Seyed Khallagh Mirnia

Rector

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## APPENDIX A

### **THE LIST OF ACTIVITIES BETWEEN ATYRAU STATE UNIVERSITY (ASU), KAZAKHSTAN AND UNIVERSITY OF MAZANDARAN (UMZ), IRAN**

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), Atyrau State University and University of Mazandaran agree to explore the following collaborative activities:

- i. Exchange of faculty members and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both universities through prior invitation and in accordance with the procedures and expectations established by each university and specific department.
- ii. Exchange of undergraduate and graduate students with the objective of enrolling students in courses appropriate to their year and area of study.
- iii. Support reciprocity in university extension activities of common interest.
- iv. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
- v. Develop joint research projects and joint publications.
- vi. Conduct mutual international conferences and workshops and offer dual certificates.
- vii. Conduct double degree programs in case Iran Ministry of Science may grant UMZ the permission.
- viii. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.

\* The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.

## СОГЛАШЕНИЕ

между Атырауским государственным университетом им. Х. Досмухамедова и Университетом Мазандарана (Исламская Республика Иран)  
об открытии Иранского культурного центра

Республиканское государственное предприятие на праве хозяйственного ведения «Атырауский государственный университет им. Х. Досмухамедова», в лице ректора, профессора Абзала Ахатовича Талтенова, действующего на основании Устава, с одной стороны, и Университет Мазандарана, в лице ректора Сейеда Халлах Мирниахарикандеи, именуемые далее Сторонами,

руководствуясь желанием развивать всесторонние связи между двумя университетами,

стремясь содействовать более интенсивному сотрудничеству в области культуры, науки и образования,

сознавая необходимость постоянных усилий в деле укрепления мира и дружбы между государствами,

учитывая интерес народов Ирана и Казахстана к взаимному ознакомлению с гуманитарными и культурными ценностями,

действуя в соответствии с Соглашением о культурном сотрудничестве между Республикой Казахстан и Исламской Республикой Иран от 17 апреля 1994 года

согласились о нижеследующем:

### Статья 1

1.1. Стороны учредят Иранский культурный центр (Центр) на базе Атырауского государственного университета им. Х. Досмухамедова, г. Атырау.

### Статья 2

2.1. Стороны на условиях взаимности осуществляют деятельность по созданию и развитию Центра.

2.2. Атырауский государственный университет им. Х. Досмухамедова обязуется:

2.2.1. предоставить помещение для размещения Центра;

## AGREEMENT

between Kh. Dosmukhamedov Atyrau State University and the University of Mazandaran (Islamic Republic of Iran)  
on the opening of Iranian Cultural Center

“Khalel Dosmukhamedov Atyrau State University” Republican State Enterprise on rights of economic management, represented by the rector Abzal Taltenov, acting on the basis of the Charter, on the one hand, and University of Mazandaran, represented by the rector Seyed Khallagh Mirniaharikandei, here in after referred to as “the Parties”,

guided by the desire to develop comprehensive relations between the two universities,

striving to promote more intensive cooperation in the field of culture, science and education,

perceiving the need for constant efforts in strengthening peace and friendship among the States,

taking into account the interest of the people of Iran and Kazakhstan to mutual acquaintance with humanitarian and cultural values,

acting in accordance with the Agreement on Cultural Cooperation between the Republic of Kazakhstan and the Islamic Republic of Iran of April 17, 1994

Have agreed as follows:

### Article 1

1.1. The parties will establish the for Iranian Cultural Center on the basis of Kh. Dosmukhamedov Atyrau State University, Atyrau.

### Article 2

2.1. On the basis of reciprocity, the Parties shall carry out activities for the establishment and development of the Center.

2.2. Kh. Dosmukhamedov Atyrau State University undertakes:

2.2.1. To provide a room for the Center;



- 2.2.2. предоставить мебель и организационную технику;
- 2.2.3. обеспечить доступ к сети Интернет;
- 2.2.4. обеспечить оборудование для трансляции спутниковых телеканалов Исламской Республики Иран;
- 2.2.5. оказывать визовую поддержку персоналу Центра (гражданам Исламской Республики Иран);
- 2.2.6. обеспечить покрытие расходов за проживание сотрудника Центра (преподавателя персидского языка);
- 2.2.7. обеспечить наем и оплату труда сотрудника Центра (координатора);
- 2.2.8. обеспечить проведение ремонтных работ в помещении
- 2.2.9. гарантировать сохранность имущества Центра.

### **2.3. Университет Мазандарана обязуется:**

- 2.3.1. обеспечить наем и оплату труда сотрудника Центра (преподавателя персидского языка) на весь срок реализации настоящего Соглашения;
- 2.3.2. обеспечить оплату стоимости проезда до г. Атырау и обратно сотрудника Центра (преподавателя персидского языка);
- 2.3.3. подготовить преподавателя персидского языка из числа сотрудников Атырауского государственного университета им. Х. Досмухамедова;
- 2.3.4. предоставить аудиовизуальные материалы;
- 2.3.5. обеспечить наполнение библиотеки Центра литературой, а также ее периодическое обновление;
- 2.3.6. организовать проведение летних языковых курсов на базе Университета Мазандарана для группы слушателей языковых курсов Центра.

### **2.4. Стороны имеют право:**

- 2.4.1. Направлять обучающихся и сотрудников на учебные и профессиональные стажировки по дополнительному согласованию Сторон;
- 2.4.2. Принимать участие в организации и проведении культурных, научных, общественных и иных мероприятий;
- 2.4.3. Распространять информационные и справочные материалы о странах и университетах – учредителях Центра, включая книги, альбомы, журналы, газеты, фотографии,

- 2.2.2. To provide furniture and organizational equipment;
- 2.2.3. To provide access to the Internet;
- 2.2.4. To provide equipment for the broadcasting of satellite television channels of the Islamic Republic of Iran;
- 2.2.5. To provide visa support to the staff of the Center (citizens of the Islamic Republic of Iran);
- 2.2.6. To cover the living expenses of the Center staff member (teacher of the Persian language);
- 2.2.7. To ensure the hiring and payment of the employee of the Center (coordinator);
- 2.2.8. To ensure the performance of repair work in the room (as required);
- 2.2.9. To guarantee the safety of the Center's property.

### **2.3. The University of Mazandaran undertakes:**

- 2.3.1. To ensure the hiring and payment for labour of the employee of the Center (teacher of the Persian language) for the entire term of the implementation of this Agreement;
- 2.3.2. To ensure payment of the fare to Atyrau and back to the employee of the Center (teacher of the Persian language);
- 2.3.3. To prepare a teacher of Persian language from among the staff of Kh. Dosmukhamedov Atyrau State University;
- 2.3.4. To provide audiovisual materials;
- 2.3.5. To ensure the filling of the Center's library with literature, as well as its periodic updating;
- 2.3.6. Organize summer language courses on the basis of the University of Mazandaran for the group of students of the language courses of the Center.

### **2.4. Parties have the right:**

- 2.4.1. To send students and employees for educational and professional internships to additional agreement of the Parties;
- 2.4.2. To participate in the organization and conduct of cultural, scientific, public and other events;
- 2.4.3. To disseminate information and reference materials about the countries and universities - founders of the Center, including books, albums, magazines, newspapers, photographs, own publications and newsletters with reciprocity in terms of the volume of materials;

собственные публикации и информационные бюллетени с соблюдением принципа взаимности по объему материалов;

2.4.4. Принимать участие в организации языковых курсов для граждан Республики Казахстан и Исламской Республики Иран;

2.4.5. Проводить консультации для обучающихся и специалистов, интересующихся системой образования и преподавания иностранных языков другой Стороны, а также обмен опытом по методике экзаменов по изучаемым языкам;

2.4.6. Заключать дополнительные соглашения в целях реализации сотрудничества Сторон

2.5. По согласованию между Сторонами могут использоваться и другие формы работы.

### **Статья 3**

3.1. Центр содействует осуществлению договоренностей, достигнутых между университетами.

### **Статья 4**

**4.1. Основными задачами Центра являются:**

4.1.1. Развитие культурных, научно-технических, образовательных и информационных связей двух стран;

4.1.2. Содействие укреплению взаимоотношений между дружественными странами, пропаганда богатых духовных традиций, достижений в области науки, культуры и искусства;

4.1.3. Взаимное ознакомление с историей и культурой народов, их внутренней и внешней политикой, культурным, научно-техническим и экономическим потенциалом обоих государств, с использованием современных средств передачи информации и рекламы;

4.1.4. Содействие в изучении языков;

4.1.5. Оказание поддержки развитию контактов между регионами и городами двух стран в области культурных, гуманитарных, научно-технических и профессиональных связей;

4.1.6. Распространение информации в области науки и образования, а также в сфере молодежных обменов.

4.1.7. Содействие деятельности общественных организаций и граждан разных стран, выступающих за укрепление международного сотрудничества и взаимопонимания между

2.4.4. To participate in the organization of language courses for citizens of the Republic of Kazakhstan and the Islamic Republic of Iran;

2.4.5. To consult the students and specialists interested in the system of education and teaching of foreign languages of the other Party, as well as exchange of experience on the methodology of examinations in the studied languages;

2.4.6. To conclude additional agreements in order to implement the cooperation of the Parties

2.5. By the agreement between the Parties, other forms of work may be used.

### **Article 3**

3.1. The Center contributes to the implementation of the agreements reached between the universities.

### **Article 4**

#### **4.1. The main objectives of the Center are:**

4.1.1. Development of cultural, scientific, technical, educational and information links between the two countries;

4.1.2. Assistance in strengthening mutual relations between friendly countries, the promoting of rich spiritual traditions, achievements in the field of science, culture and art;

4.1.3. Mutual acquaintance with the history and culture of the people, their domestic and foreign policy, cultural, scientific, technical and economic potential of both states, with the use of modern means of communication and advertising;

4.1.4. Assistance in the study of languages;

4.1.5 Supporting the development of contacts between regions and cities of the two countries in the field of cultural, humanitarian, scientific, technical and professional relations;

4.1.6 Dissemination of information in the field of science and education, as well as in the field of youth exchanges.

4.1.7 Promotion of the activities of public organizations and citizens of different countries, advocating the strengthening of international cooperation and mutual understanding between countries;

4.1.8 Implementation of policy to support the socio-cultural, educational programs, preservation of original culture of Iran, the development of comprehensive relations between the scientific and cultural centers and organizations of the two

странами;

4.1.8 Осуществление политики, направленной на поддержку социально-культурных, образовательных программ, сохранение самобытной культуры Ирана, развитие всесторонних связей между научно-культурными центрами и организациями двух стран.

#### **Статья 5**

5.1. В своей деятельности Центр руководствуется действующим законодательством Республики Казахстан;

5.2. Количество сотрудников, работающих в Центре, и их служебный статус определяются по взаимной договоренности между Сторонами;

5.3. Стороны информируют друг друга о начале и завершении деятельности сотрудников их Центра;

5.4. Центр не ставит целью извлечение прибыли посредством своей деятельности. В то же время для частичного покрытия расходов может взимать плату за языковые курсы и другие мероприятия.

#### **Статья 6**

6.1. Центр в рамках своей деятельности может устанавливать прямые контакты с министерствами, ведомствами, другими государственными учреждениями и организациями, региональными и местными органами власти, обществами, ассоциациями, а также с отдельными гражданами двух стран.

#### **Статья 7**

**7.1. В сферу деятельности Центра в соответствии с возложенными на него задачами входят:**

7.1.1. подготовка научных статей, монографий, совместных исследований ученых Республики Казахстан и Исламской Республики Иран;

7.1.2. оказание содействия в организации и развитии академической мобильности обучающихся и преподавателей Сторон;

7.1.3. создание информационно-справочных фондов и банков данных по вопросам культурного, научно-технического и экономического сотрудничества;

7.1.4. проведение конференций, симпозиумов, семинаров и консультаций по проблемам международного научного, гуманитарного,

countries.

#### **Article 5**

5.1. In its activity the Center is guided by the current legislation of the Republic of Kazakhstan;

5.2. The number of employees working in the Center and their service status are determined by mutual agreement between the Parties;

5.3. The Parties shall inform each other about the beginning and completion of the activities of the employees of their Center;

5.4. The Center is not intended to make a profit by their activities. At the same time, for partial coverage, fees may be charged for language courses and other activities.

#### **Article 6**

6.1. The Center, in the framework of its activities, can establish direct contacts with ministries, departments, other state institutions and organizations, regional and local authorities, societies, associations, as well as with individual citizens of the two countries.

#### **Article 7**

**7.1. The scope of the Center's activities in accordance with the tasks assigned to it include:**

7.1.1. Preparation of scientific articles, monographs, joint research of scientists of the Republic of Kazakhstan and the Islamic Republic of Iran;

7.1.2. Providing assistance in the organization and development of academic mobility of students and teachers of the Parties;

7.1.3. Creation of information and reference funds and data banks on issues of cultural, scientific, technical and economic cooperation;

7.1.4. Conducting conferences, symposia, seminars and consultations on international scientific, humanitarian, cultural and business cooperation;

7.1.5. The provision of information and consulting services to the interested organizations and individual citizens of the host country on the establishment of contacts with organizations in the field of culture, education and science;

7.1.6. Assistance in the implementation of training programs;

7.1.7. Providing library and other information

культурного и делового сотрудничества;  
7.1.5.осуществление информационного и консультационного обслуживания заинтересованных организаций и отдельных граждан страны пребывания по вопросам установления контактов с организациями в области культуры, образования и науки;  
7.1.6.содействие в реализации программ обучения;  
7.1.7.оказание библиотечных и других информационных услуг заинтересованным организациям и отдельным гражданам;  
7.1.8.публикация и распространение пресс-релизов, каталогов, бюллетеней и других материалов учебного и научного характера;  
7.1.9.сотрудничество с ассоциациями и обществами дружбы, учебными, культурными и научными учреждениями страны пребывания, культурно-информационными Центрами третьих стран для проведения совместных мероприятий.

7.2. Центр может осуществлять другие виды деятельности, отвечающие целям настоящего Соглашения.

#### **Статья 8**

8.1. Настоящее Соглашение вступает в силу с момента подписания и будет действовать в течение пяти лет и автоматически продлеваться на пятилетний период до тех пор, пока одна из Сторон не менее чем за шесть месяцев до истечения очередного срока письменно не уведомит другую Сторону о своем намерении прекратить действие настоящего Соглашения.

8.2. В случае прекращения действия Соглашения его положения будут оставаться в силе в отношении программ или обменов, договоренностей или проектов, которые уже были приняты в соответствии с настоящим Соглашением, но не были реализованы к моменту прекращения его действия.

8.3. Координацию совместной деятельности Сторон осуществляют руководители департаментов международного сотрудничества университетов-учредителей.

#### **Статья 9**

9.1. Стороны будут принимать все необходимые меры для устранения возникших между ними разногласий путем двухсторонних переговоров.

9.2. Изменения и дополнения к настоящему

services to the interested organizations and individuals;

7.1.8. Publication and distribution of press releases, catalogs, bulletins and other educational and scientific materials;

7.1.9. Cooperation with associations and societies of friendship, educational, cultural and scientific institutions of the host country, cultural and information centers of third countries for joint activities.

7.2. The Center may carry out other activities consistent with the objectives of this Agreement.

#### **Article 8**

8.1. This Agreement shall enter into force upon signature and shall remain in effect for five years and automatically renewed for a period of five years until one of the Parties, at least six months before the expiry of the next term, notifies the other Party in writing of its intention to terminate this Agreement.

8.2. In the case of termination of the Agreement, its provisions will remain in effect for programs or exchanges, arrangements or projects that have already been adopted in accordance with this Agreement, but have not been implemented by the time of its termination.

8.3. Coordination of joint activities of the Parties is carried out by the heads of the departments of international cooperation of the founding universities.

#### **Article 9**

9.1. The parties will take all necessary measures to eliminate the differences that have arisen between them through bilateral negotiations.

9.2. Amendments and additions to this Agreement shall be made in writing signed by authorized persons of the Parties and shall be an integral part of this Agreement.

9.3. This Agreement is made in two copies having equal legal force, one copy for each of the Parties.

Соглашению оформляются в письменной форме за подписью уполномоченных лиц Сторон и являются неотъемлемой частью настоящего Соглашения.

9.3. Настоящее Соглашение составлено в двух экземплярах, имеющих одинаковую юридическую силу, по одному экземпляру для каждой из Сторон.

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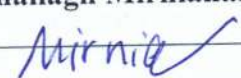

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