



### MEMORANDUM OF UNDERSTANDING

between

## **KYRGYZ-TURKISH MANAS UNIVERSITY**

(Bishkek, Kyrgyz Republic)

and

# TASHKENT STATE PEDAGOGICAL UNIVERSITY NAMED AFTER NIZAMI (Tashkent, Republic of Uzbekistan)

Kyrgyz-Turkish Manas University (Bishkek, Kyrgyz Republic) represented by the Rector, Professor Alpaslan Ceylan, acting on the basis of the Charter, on the one hand, and Tashkent State Pedagogical University named after Nizami (Tashkent, Republic of Uzbekistan) represented by Rector, Doctor of Historical Sciences, Professor Kirgizbaev Abdugappor Karimjonovich, acting on the basis of the Charter, on the other hand, collectively referred to as "Parties", with the aim of developing bilateral cooperation in research, educational and socio-cultural activities have concluded this agreement on the following:

#### 1. SUBJECT OF THE MEMORANDUM

- 1.1. This Memorandum defines the conditions by which the contracting Parties intend to be guided by the conduct of seminars, webinars, and conferences, language courses for students, advanced training of teachers of the Parties, teacher and student exchange, as well as joint holding of various events aimed at expanding bilateral relations.
- 1.2. If any of the Parties shows interest in expanding the list of educational programs, then cooperation will be implemented by mutual agreement of both Parties.

## 2. OBLIGATIONS OF THE PARTIES

- 2.1. The contracting Parties express their interest to cooperate in the following areas:
- a) both Parties, by mutual agreement, may hold a number of mutual meetings aimed at discussing the activities to be carried out, implemented within the framework of this Memorandum;
- b) both Parties may take part in the organization and conduct of advanced training courses for teachers, in the exchange of specialists, students in various educational programs, including scientific research in the manner prescribed by the legislation of the two countries.
- 2.2. This Memorandum does not represent any commitment to funding by the Parties or commitment to seek any funds. Each joint activity undertaken by the Parties pursuant to this Memorandum will be subject to the financial means available to each Party for that activity and such other financial assistance as may be obtained by each Party from external sources.
- 2.3. Each joint activity will be preceded by detailed discussions and a legally binding agreement that contains information relating to such activity, including (if applicable) the terms of reference, duration, cost, intellectual property rights and other necessary conditions for an international joint activity. Each individual agreement will be in writing and signed by authorized representatives of the Parties.





#### 3. GENERAL TERMS

- 3.1. Any disputes and disagreements arising from the implementation of this Memorandum will be resolved by the Parties through negotiations.
- 3.2. Carrying out additional activities, in addition to those set out in this Memorandum, will be carried out through negotiations.
- 3.3. The Parties, by mutual agreement, may make additions and changes to this Memorandum, which will be drawn up by the relevant protocols, which are an integral part of this Memorandum and come into force from the date of their signing.
- 3.4. This Memorandum comes into force from the date of signing and is valid for 5 (five) years. In the event of the expiration of this Memorandum, in the absence of disagreements between the Parties, the Memorandum is automatically extended for 5 (one) year. In case of disagreement with one of the Parties that sent the other Party a written notice of its intention to terminate its obligations, this Memorandum shall terminate within 30 (thirty) days from the date of receipt of the notice. Notwithstanding the foregoing, either Party may terminate this Memorandum at any time, with or without cause, by giving 6 months' written notice to the other Party.
- 3.5. Each Party is an independent contractor and is independent of the other Party. This Memorandum does not create a partnership, joint venture or agency relationship of any kind between the Parties. This Memorandum is not intended to and does not create any rights, benefits or legal obligations (substantive or procedural), enforceable at law or in equity, by either Party, its officers, employees or agents against the other Party, its officers, employees or agents. Each Party acknowledges that the relationship of the Parties under this Memorandum is non-exclusive.
- 3.6. The Parties agree that participation in research programs is not covered by this agreement. Research must be covered in a separate agreement that needs to be approved by the Universities.
- 3.7. Neither Party will be in default hereunder by reason of its delay in performing or failure to perform any of its obligations hereunder if such delay or failure is caused by or results from acts of terrorism, strikes, acts of the public enemy, riots, or interference by civil or military authorities.
- 3.8. This Memorandum may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered will be deemed an original, and all such counterparts will together constitute one original document. All signatures need not be on the same counterpart. The Parties may evidence execution of this Memorandum by means of photocopy, facsimile or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.





#### 4. CONCLUSION PROVISIONS

- 4.1. Both Sides recognize that Kyrgyz-Turkish Manas University is subject to the legislation of Kyrgyz Republic, and Tashkent State Pedagogical University named after Nizami is subject to the legislation of the Republic of Uzbekistan.
- 4.2. This protocol is written in English in 2 (two) copies and will be ratified after it has been signed by the administration of both universities and approved by the competent authorities.

#### 5. LEGAL ADDRESSES AND SIGNATURES OF PARTIES

for

Kyrgyz-Turkish Manas University

Prof. Dr. Alpaslan Certan

Rector

12.02.2024

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Tashkent State Pedagogical University name after Nizami

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