

MEMORANDUM OF UNDERSTANDING BETWEEN TAJIK STATE UNIVERSITY OF LAW, BUSINESS AND POLITICS AND KYRGYZ-TURKISH MANAS UNIVERSITY



20 November 2024

Tajik State University of Law, Business and Politics, represented by Rector Hoshimzoda Hamid Hasan, acting on the basis of the University Charter, on the one part, and Kyrgyz-Turkish Manas University, represented by Rector Prof.Dr. Alpaslan CEYLAN and Co-Rector Prof. Dr. Almaz Ibraev, acting on the basis of Charter of the University, on the other part, hereinafter jointly referred as the "Parties" and individually as a "Party", have concluded this Memorandum of Understanding (hereinafter – the Memorandum) as follows.

This Memorandum is a confirmation of goodwill and expresses the intention of the Parties to cooperate.

1. Purpose of cooperation

1.1. The purpose of this Memorandum is to establish and develop cooperation between the Parties in enhancing relations between the two universities and in developing academic and cultural interchange in the areas of education, research, and other activities, agree to cooperate and work together toward the internationalization of higher education in their respective and cooperative contexts.

2. Areas and tasks of cooperation

2.1. The Parties intend to cooperate in the following areas:

2.1.1. Student and/or academic and administrative staff mutual visits;

2.1.2. Joint research and cooperation with a special focus on Eurasian and Turkic Studies;

2.1.3. Joint scientific-practical conferences, symposia, workshops, guest lectures and seminars;

2.1.4. Joint supervision of graduate students and Ph.D. students;

2.1.5. Sharing experience and professional development for administrative staff;

2.1.6. Exchange of publications and other information;

2.1.7. Sharing of other information, where such sharing shall result in benefit to both Parties;

2.1.8. Other kinds of activities in areas of mutual interest relationships negotiated by the Parties in the course of cooperation.

2.2. The Parties agree to make every effort to develop cooperation in the areas of mutual interest and shall inform each other about promising projects on mutual cooperation by sending an official appeal.

3. Rights and obligations, roles of the Parties

3.1. In the process of cooperation, the Parties shall aim to develop a relationship based on equity, fair cooperation, and protection of each other's interests.

3.2. In the process of implementation of this Memorandum, the Parties commit not to limit cooperation in compliance with the requirements indicated in the Memorandum only, but to support business contacts and take all measures necessary for ensuring the effectiveness and development of their (Parties') academic/research/commercial links.

3.3. The Parties are entitled to conduct and/or implement activities related to the interests of another Party with its written consent.

3.4. The Party is not entitled to use and/or disseminate means of identification (trademarks, symbols, logos, etc.) of another Party without its written consent.

3.5 The Parties shall bear their expenses related to the implementation of this Memorandum on their own unless otherwise agreed by the Parties.

3.6 The Parties shall make every effort to resolve all conflicts and disputes that might emerge in the process of joint activities of the Parties in accordance with the Memorandum in an amicable manner through negotiations.

3.7 The Parties shall conduct consultations on possible issues that might arise during the implementation or interpretation of the Memorandum.

3.8. The Parties are obliged to make reasonable efforts not to disclose confidential information provided by the Parties under this Memorandum, in whole or in part, either orally or in written form to any third Party without written consent of the other Party.

3.9 Neither of the Parties is entitled to delegate their rights hereunder to any other Party without the preliminary written consent of another Party.

4. Duration of the cooperation

4.1. The Memorandum shall enter into force on the date of its signature and is valid for 5 (five) years. It may be prolonged for subsequent periods through written agreement of the Parties.

5. Cooperation revision or termination

5.1. Amendments and additions may be introduced to this Memorandum in the form of additional agreements that form integral parts of this Memorandum by mutual agreement of the Parties.

5.2. Either of the Parties may bring the Memorandum to an early termination, notifying the other Party in writing 30 (thirty) calendar days prior termination date.

5.3. Memorandum termination does not negate the obligations of the Parties under the contracts and agreements concluded by the Parties during the acting Memorandum.

5.4 If the cooperation of the Parties under the Memorandum is not being performed for more than one year, each Party may bring the Memorandum to early termination in the order provided by clause 5.2 of this.

6. Other provisions

6.1. Based on the mutual agreement of the Parties cooperation under this Memorandum will be implemented in a way that does not conflict with the Laws of the Republic of Kazakhstan and the Kyrgyz Republic.

6.2. The Parties may enter into separate agreements within the acting Memorandum that are considered valid provided they are being fulfilled in writing and signed by the authorized representatives of the Parties.

6.3. The Parties agree that this Memorandum is not a preliminary contract and it shall not entail any financial or legal obligations, except for confidentiality obligations. The Parties understand and accept that until the specific arrangement of each of the purposes of the present Memorandum is signed and performed, they do not have any arrangements, contracts, or agreements for each of the above-mentioned purposes, and none of the Parties has legal obligations in implementing further contracts or agreements based on the present Memorandum or any written and oral statements with respect to the Memorandum.

6.4 This Memorandum is concluded in 2 (two) copies in English language, one copy for each of the Parties.

6.5 To ensure the practical application of cooperation upon the signing of the Memorandum, the Parties shall share the lists of staff included in the working group for joint activities from each of the Parties (full names, titles, telephone numbers, and email addresses) in the written form.

6.6. Each of the Parties represents and warrants that it has full corporate power and authority to execute and deliver this Memorandum and perform obligations under this Memorandum. This Memorandum has been duly and validly executed and delivered by each of the Parties and constitutes the valid and binding agreement of the Parties, enforceable against each of the Parties in accordance with its terms.

SIGNATURES OF THE PARTIES:

Tajik State University of Law, Business and Politics

Hoshimzoda Hamid Hasan Rector Prof. Dr. Almaz Ibraev Co-Rector

Kyrgyz-Turkish Manas University

Prof. Dr. Alpaslan CEYLAN Rector