



MontanaTech
THE UNIVERSITY OF MONTANA

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

Between

JSC THE KAZAKH NATIONAL TECHNICAL
UNIVERSITY
named after K. Satpayev

and

MONTANA TECH UNIVERSITY

Almaty

AGREEMENT OF COOPERATION

BETWEEN

JSC THE KAZAKH NATIONAL TECHNICAL UNIVERSITY,

named after K. SATPAYEV, ALMATY, REPUBLIC OF KAZAKHSTAN

and

MONTANA TECH UNIVERSITY, BUTTE, MONTANA, U.S.

THIS AGREEMENT OF COOPERATION is made on June 15, 2015

Between

JSC KAZAKH NATIONAL TECHNICAL UNIVERSITY named after K. Satpayev, (hereinafter referred to as "JSC KazNTU"), a leading technical university located at 22, Satpayev Street, 050013 Almaty, Republic of Kazakhstan, represented by Rector Zhexenbek Adilov, of the one part

and

Montana Tech University (hereinafter referred to as "MTech"), located at 1300 W. Park Street, Butte, MT 59701, Montana, U.S., represented by President Don Blackketter, of the another part.

- A. 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 Agreement of Cooperation.
- B. The Parties are desirous of entering into this Agreement of Cooperation 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 Agreement of Cooperation and the laws, rules and regulations from time to time in force, will endeavour to cooperate and develop teaching and research cooperation on mutual benefit.
- 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 programs attached in **Appendix A** of this Agreement of Cooperation 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 Agreement of Cooperation 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 AGREEMENT OF COOPERATION. The Coordinator will serve as the contact person on

campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.

ARTICLE 3 FINANCIAL ARRANGEMENT

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

ARTICLE 4 INFORMATION RESOURCES

Each Party undertakes within 1 month after signing the present Contract to publish banners (links) of higher education institution on the official websites for the purpose of promoting of joint educational programs.

ARTICLE 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 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.
- 5.2 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 5.3 Intellectual property rights in respect of any technological development, products and services development, jointly carried out by the Parties, 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;
 - research results obtained through the sole and separate effort of JSC KazNTU or MTech, as the case may be, shall be solely owned by the Party concerned;
 - 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 6 EFFECT OF AGREEMENT OF COOPERATION

This Agreement of Cooperation 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 give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE 7
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 8
REVISION, MODIFICATION AND AMENDMENT**

- 8.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement of Cooperation.
- 8.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement of Cooperation.
- 8.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 8.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement of Cooperation before or up to the date of such revision, modification or amendment.

**ARTICLE 9
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 Agreement of Cooperation which suspension shall take effect immediately after written notification has been given to the other Party.

**ARTICLE 10
SETTLEMENT OF DISPUTES**

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

**ARTICLE 11
DURATION AND TERMINATION**

- 11.1 This Agreement of Cooperation shall come into force on the date of signing and shall remain in force for a period of three (3) years subject to review and modification as mutually agreed upon.
- 11.2 Thereafter, if the Parties hereto wish to extend the terms of this Agreement of Cooperation, they shall do so by an express covenant in writing.
- 11.3 Notwithstanding anything in this Article, either Party may terminate this Agreement of Cooperation by notifying the other Party to its intention to terminate this Agreement of Cooperation by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.

ARTICLE 12
NOTICES

Any communications under this Agreement of Cooperation will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of JSC KazNTU and MTech, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To JSC KazNTU: Zhexenbek ADILOV
JSC Kazakh National Technical University named after K.Satpayev
22, Satpayev Street
050013 Almaty
KAZAKHSTAN
Tel : +7-727-2577001
Fax: +7-727-2926025

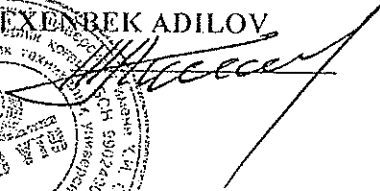

To MTech: Don Blackketter
Montana Tech University
1300 W.Park Street
Butte, MT 59701
Montana, U.S.A.
Phone: 1-800-445-8324

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Agreement of Cooperation.

Signed on June 15, 2015, documented in the English language in two copies (one for each Party) that have same legal validity.

SIGNED FOR AND ON BEHALF OF
JSC KAZAKH NATIONAL
TECHNICAL UNIVERSITY named after
K. Satpayev

SIGNED FOR AND ON BEHALF OF
MONTANA TECH UNIVERSITY

PROF. ZHEXENBEK ADILOV
Rector 


DON BLACKKETTER
President, 



THE LIST OF ACTIVITIES BETWEEN JSC KAZAKH NATIONAL TECHNICAL
UNIVERSITY named after K. SATPAYEV
AND
MONTANA TECH UNIVERSITY

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), JSC Kazakh National Technical University named after K. Satpayev and University of Montana to explore the following collaborative activities:

- sharing seminars, courses with academic degrees, program leading to certificates and meetings;
- exchanging of academic and teaching staff (Prof., Dr., Researchers) of both Parties;
- exchanging of graduate and postgraduate students, for projects or academic visits;
- preparing common research projects;
- providing joint research activities, including seminars, conferences and public lectures;
- exchanging of publications, academic materials and other information;
- collaborative degree programs at the undergraduate and postgraduate levels;
- providing joint supervision on PhD programs;
- providing joint students' practice;
- other projects for mutual benefit that are agreed upon by both Parties.

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