

**Mitteilungen der
Justus-Liebig-Universität Gießen**

Ausgabe vom
18.03.2024

5.44.00 Nr. 10

Memorandum of Understanding – Nazarbayev University, Kasachstan

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AUTONOMOUS ORGANIZATION OF EDUCATION NAZARBAYEV UNIVERSITY,
KAZAKHSTAN
AND
JUSTUS LIEBIG UNIVERSITY (JLU), GERMANY**

Version information:

	President	Promulgation
MoU	29.11.2023	18.03.2024

The autonomous organization of education Nazarbayev University (NU), represented by the Acting President Ilesanmi Adesida, acting on the basis of the Charter, on the one part, and **Justus Liebig University Giessen (JLU)**, represented by its president, acting on the basis of the Hessian "Hochschulgesetz" (HessHG), 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.

Contents

1. Purpose of cooperation.....	1
2. Areas and tasks of cooperation.....	2
3. Rights and obligations, roles of the Parties.....	2
4. Duration of the cooperation.....	3
5. Cooperation revision or termination.....	3
6. Other provisions.....	3

1. Purpose of cooperation

The purpose of this Memorandum is to establish and develop cooperation between the Parties in promotion international cooperation in research and teaching as well as the development of joint projects.

2. Areas and tasks of cooperation

2.1 The Parties intend to cooperate in the following areas:

- 2.1.1. Collaboration within the frame of joint research projects and developing research initiatives within the Sustainable Development Goals;
- 2.1.2. Exchange of students and academic staff;
- 2.1.3. Networking for a sustainable collaboration between the Parties;
- 2.1.4. Mutual support for the preparation of seminars, conferences, and working groups, and promote the establishment of common events and workshops;
- 2.1.5. Exchange of academic and scientific publications, documents and other information;
- 2.1.6. Explore cooperation in the priorities set by Sustainable Development Solutions Network (SDSN) Kazakhstan on Climate and Energy, Water, Land and Communities, and Education and Partnerships.

Other kinds of relationships will be 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 through 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 the 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 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 take reasonable efforts not to disclose confidential information provided by the Parties under this Memorandum, in whole or in part, either orally or in the 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 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 3 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 obligations of the Parties under the contracts and agreements concluded by the Parties during the acting Memorandum.

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

6. Other provisions

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

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 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 between the Parties, 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 the Memorandum, the Parties shall share the lists of staff included into 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 The Parties guarantee that they have the right to perform the duties established by this Memorandum through representatives whose powers are determined by the power of attorney issued or other documents of title.

6.7 Each Party declares and guarantees that it has all legal rights and powers to conclude this Memorandum, comply with and fulfill its provisions and, in fulfilling its obligations under this Memorandum, will not violate the rights and legitimate interests of third parties.

The autonomous organization of education Nazarbayev
53 Kabanbay Batyr Avenue,
Astana, the Republic of Kazakhstan, 010000
Acting President
Ilesanmi Adesida

University Justus Liebig University Giessen
Ludwigstr. 23, 35390 Giessen, Germany
Per procurationem
First Vice President
Prof. Dr. Katharina Lorenz
Gießen, 29.11.2023