ACADEMIC AND SCIENTIFIC COOPERATION PROTOCOL BETWEEN BILECIK ŞEYH EDEBALI UNIVERSITY (REPUBLIC OF TÜRKİYE)

AND

AL-FARABI KAZAKH NATIONAL UNIVERSITY (REPUBLIC OF KAZAKHSTAN)

AIM

ARTICLE 1- (1) The purpose of this Protocol is to support the cooperation between Bilecik

Şeyh Edebali University and Al-Farabi Kazakh National University collaboration in the field of

academic and science and to support the establishment of this cooperation in a way that will

create a common educational area.

THE PARTIES

ARTICLE 2- (1) The parties of this Protocol are Bilecik Şeyh Edebali University and Al-Farabi

Kazakh National University. All kinds of notification and communication addresses of the

parties are given below. In case the address information changes, the parties shall notify each

other in writing within 1 (one) week at the latest after the change. Otherwise, the notification to

the old address will be considered valid.

Bilecik Şeyh Edebali University

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Al-Farabi Kazakh National University

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050040, Almaty, Republic of Kazakhstan

Phone number: 8 (727) 377-33-33

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COOPERATION AREAS AND TOPICS

ARTICLE 3 - (1) The parties have agreed that the two universities should cooperate on the

following subjects academically and scientifically:

- 1. Staff exchange programs,
- 2. Student exchange programs,
- 3. Distance education programs,
- 4. Scholarship student invitation,
- 5. Academic and scientific research projects,
- 6. Short-term academic and scientific education programs,
- 7. Organizing conferences, seminars, and panels,
- 8. Exchange of books, educational and research materials,
- 9. Short-term visit and preparation of social activity programs for instructors and students,
- 10. Summer school programs.

PRINCIPLES OF ACADEMIC AND SCIENTIFIC COOPERATION

- **ARTICLE 4 (1)** The cooperation subject to this protocol will be carried out on the basis of reciprocity.
- (2) Within the scope of the exchange program to be carried out for the implementation of the academic and scientific cooperation program, the sending country will cover the sending (round-trip) transportation costs, and the host country will not be responsible for these costs.
- (3) Rectors of the participating universities and Authorized persons to be determined on the basis of reciprocity may make mutual visits and hold meetings on the basis of reciprocity, in order to review the status of this protocol and the studies within the scope of the protocol.

PRINCIPLES OF EXCHANGE PROGRAMS

- **ARTICLE 5 (1)** The sending universities that will be participants in the exchange program will cover all travel expenses of their faculty members and/or students (departure and arrival) until the moment when they participate in academic or scientific cooperation activities in the host country.
- (2) Faculty members and students, who come as part of the exchange programs will meet their health care needs at their own expense.

- (3) The right to choose the instructors and students to participate in the exchange program will belong to the sending university, and the criteria and conditions from the host university will be taken into account in the determination of these individuals.
- (4) The host university shall accept that the teaching staff to be determined by the sending university and the student have the qualifications to follow the exchange program.
- (5) Exchange programs will be valid for associate, undergraduate, graduate, and doctorate programs and summer school.
- (6) Students who will be subject to exchange programs will not be charged any tuition fees.
- (7) The host university will not make any additional payments under the name of salaries and wages to the faculty members who will take part in exchange programs.
- (8) The parties undertake to take the necessary measures to protect the copyrights of the information with commercial value to be obtained from the joint projects they will develop within the scope of this Protocol.
- (9) Instructors and students who will be the subject of the exchange program will be subject to the visa regulation of the host country.
- (10) Students' exchange program will be on a semester basis and will not be more than two semesters.

PRINCIPLES ON IMPLEMENTATION OF THE PROTOCOL

- **ARTICLE 6 (1)** Within the scope of the implementation of this protocol, all kinds of documents (including student transcripts) to be given to the instructors and students who will participate in the exchange programs will be issued in two languages (English and Russian).
- (2) In the projects that have emerged under this protocol, a third party will not be able to participate in the projects unless the parties agree.
- (3) Except as specified in this protocol and also in cases to be agreed upon as a result of negotiations, this protocol will not impose any financial obligations on universities and the provisions of the protocol will not be interpreted in a way that imposes any financial obligations.

EXPIRY, RENEWAL, TERMINATION, AND MODIFICATION OF THE PROTOCOL

ARTICLE 7-(1) The duration of this protocol is determined as 5 (five) years. If the parties do not inform their desire to terminate the protocol in writing 6 (six) months before the expiration of this 5 (five)-year period, the protocol will be renewed for a period of 5 (five) years with the same conditions. In case of notification of termination in writing 6 (six) months before the expiration of the five-year period, at the end of the 5th (fifth) year, the protocol will terminate spontaneously without the need to take any further action.

- (2) The parties have the right to terminate the protocol unilaterally, provided that they give written notice at least 3 (three) months in advance.
- (3) In case of termination of the Protocol in any way;
- 1. If there are ongoing and time-bound projects, the responsibilities of the parties will continue in this regard until the completion of these projects.
- 2. In the event of the termination of the protocol, the parties will show the necessary measures to the protection of copyright in respect of information obtained from the implementation of the protocol up to that date.
- (4) The parties will be able to meet at any time to discuss the problems that may arise in the implementation of this protocol and issues that are not foreseen in the protocol. For this purpose, it will be essential that the parties submit a written request. Within 30 days following the submission of a request by one of the parties, the parties will meet. If there are no results within the next 30 days, the parties will be able to request the termination of this protocol. In this case, the notice of termination period of 6 (six) months will run.
- (5) This protocol has been prepared in two copies in both English and Russian languages, each of which is equally valid.

AMENDMENT OF THE PROVISIONS OF THE PROTOCOL

ARTICLE 8-(1) Amendments and additions to the protocol may be made with the written agreement of the parties if deemed necessary. These amendments and/or additions shall be valid from the date they are made, provided that they are made in writing and signed by authorized representatives of the parties.

(2) Nothing in this agreement shall constitute any legal or financial relationship or commitment between the two parties.

PRIVACY AND INTELLECTUAL PROPERTY RIGHTS

ARTICLE 9- (1) The articles of this protocol on the protection of privacy and personal data, as well as articles related to intellectual property and financial rights, shall remain valid and binding indefinitely after the protocol expires.

- (2) The protection of intellectual property rights shall be carried out in accordance with the relevant national laws, rules, and regulations of the parties and other international agreements signed by both parties.
- (3) Neither party may use the other's name, logo, and/or official emblem in any publication, document without prior written consent.
- (4) The research results obtained by the joint activities of the parties shall be the joint property of the parties in accordance with the mutually agreed conditions. The research results obtained by the parties alone and separately belong to the party that obtained the results and have the right to refuse to share the results with the other Party to this Agreement.
- (5) Both parties, during the implementation of the protocol and indefinitely after the termination of this protocol, commit and accept that they know directly or indirectly obtained information on any of the parties and persons is confidential, to ensure the confidentiality of such information, to take the necessary measures in this regard, and to take whatever measures necessary to prevent the use of this information by unauthorized persons and that they will not give or disclose this information to third parties or organizations in any way.

STATE OF DISAGREEMENT

ARTICLE 10- (1) Business disputes arising from the implementation of this protocol shall be resolved between the parties in accordance with the principles of decency, mutual understanding, and reconciliation.

EXECUTION

ARTICLE 11- (1) The provisions of this protocol are fulfilled by Bilecik Şeyh Edebali University and Al-Farabi Kazakh National University. In the execution of the protocol, each of the parties applies its own law. The parties are responsible for obtaining the necessary internal or similar approvals in accordance with the legislation to which they are bound.

ENFORCEMENT

ARTICLE 12- (1) This come into effect upon signature of this document by authorized representatives of the Parties.

(2) This protocol consists of 12 (twelve) articles, 6 (six) pages and has been prepared in two copies in English and Russian languages, each of which is equally valid.

(3) The current protocol was signed on " 19"

On behalf of

Bilecik Şeyh Edebali University

On behalf of Al-Farabi Kazakh National University

SUKTU Beyuemin

Rector

Dr. Uvaliyeva Assel Member of the Management Board, Vice-Rector for Operations