

## Memorandum of Understanding

<http://www.ulster.ac.uk/>

BETWEEN:

(1) University of Ulster (otherwise known as Ulster University) (CU)

having its principal office at Cromore Road, Coleraine, Co. Londonderry, N. Ireland BT52 1SA; and



**Ulster  
University**

Akhmet Baitursynuly Kostanay Regional University

(a limited company, BIN 200740006481, [Baitursynuly Kostanay Regional University], Kazakhstan) ("Partner")



**BAITURSYNULY  
UNIVERSITY**

(together being known as the "Parties" and "Party" shall be construed accordingly)

it is agreed as follows:

### **Ulster University and**

#### **1. INTRODUCTION**

##### **Akhmet Baitursynuly Kostanay Regional University**

1.1 The Parties recognise the mutual benefit of exploring opportunities to work together. This Memorandum of Understanding ("Memorandum") is intended to

Parties to their mutual benefit.

1.2 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the

### **Memorandum of Understanding**

1.3 This Memorandum is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussions

#### **2. OBJECTIVES AND SCOPE OF CO-OPERATION**

2.1 The Parties shall initiate discussions between them and explore areas of co-operation for their mutual benefit in relation to the following:

- Collaborative research
- Staff and students mobility
- Exchange and sharing of experiences, scholastic and technological materials and information
- Such other areas of cooperation as agreed in writing between the Parties from time to time

Any arrangements subsequent to or as a result of the cooperation and activities stated in this clause 2.1 will be detailed in a separate agreement as necessary.

2.2 For the purpose of this Memorandum, the principles of collaboration the Parties will follow are as follows:

- a) collaborate and co-operate and be open with each other;

## **Memorandum of Understanding**

### **BETWEEN:**

- (1) **University of Ulster** (otherwise known as Ulster University) ("**Ulster**"), having its principal office at Cromore Road, Coleraine, County Londonderry, N Ireland BT52 1SA; and
- (2) **Akhmet Baitursynuly Kostanay Regional University** registered as a non-profit limited company, BIN: 200740006481, [ Baitursynov Str., 47, Kostanay 110000, Kazakhstan ] ("**Partner**")

(together being known as the "Parties" and "Party" shall be construed accordingly).

It is agreed as follows:

### **1. INTRODUCTION**

1.1 The Parties recognise the mutual benefit of exploring opportunities to work together. This Memorandum of Understanding ("**Memorandum**") is intended to promote co-operation and the advancement of understanding between the Parties to their mutual benefit.

1.2 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful operation of this Memorandum.

1.3 This Memorandum, is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussions.

### **2. OBJECTIVES AND SCOPE OF CO-OPERATION**

2.1 The Parties shall initiate discussions between them and explore areas of co-operation for their mutual benefit in relation to the following:

- Collaborative research
- Staff and students mobility
- Exchange and sharing of experiences, scholastic and technological materials and information
- Such other areas of cooperation as agreed in writing between the Parties from time to time

Any arrangements subsequent to or as a result of the cooperation and activities stated in this clause 2.1 will be detailed in a separate agreement as necessary.

2.2 For the purpose of this Memorandum, the principles of collaboration the Parties will follow are as follows:

- a) collaborate and co-operate and be open with each other;



- b) share information, experience and skills, to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort and be aware of risk and costs;

### **3. MANAGEMENT OF CO-OPERATION**

This Memorandum shall be co-ordinated by and the Parties shall operate with each other through named contacts only. The named contacts are as follows:

#### **Ulster:**

Professor Barbara Skinner, School of Education, b.skinner@ulster.ac.uk  
Sarah Hunter, Global Partnerships and Programmes,  
globalpartnerships@ulster.ac.uk

#### **Partner:**

Manasbayeva Nagima, Head of International Cooperation Department,  
ksuintrel@gmail.com

### **4. MISCELLANEOUS**

#### **4.1. LEGAL**

- 4.1.1. The Parties acknowledge and agree that clauses 1 to 3 of this Memorandum are not legally binding.
- 4.1.2. The Parties acknowledge and agree that clause 4 is legally binding.

#### **4.2. TERM AND TERMINATION**

- 4.2.1. This Memorandum will commence on 22.12.2023 and shall continue for a period of 2 years unless it is terminated earlier in accordance with clause 4.2.2.
- 4.2.2. Either Party may terminate this Memorandum at any time by giving not less than 2 months prior notice in writing to the other Party.
- 4.2.3. Except as expressly stated to the contrary in this Memorandum, the termination of this Memorandum or its expiry for whatever reason shall not prejudice or affect any accrued rights or remedies of either Party.

#### **4.3. CONFIDENTIALITY AND LAWS**

- 4.3.1. Confidential Information means all confidential information (however recorded or preserved) disclosed by a Party or its representatives to the other Party and that party's representatives whether before or after the date of this agreement in connection with the purposes of this Memorandum, including but not limited

to any information that would be regarded as confidential by a reasonable business person relating to:

4.3.1.1. the business, affairs, students, suppliers, or plans of the disclosing party; and

4.3.1.2. the operations, processes, know-how, designs, trade secrets or software of the disclosing party.

4.3.2. Each Party undertakes that it shall not at any time during this Memorandum, and for a period of three years after termination of this Memorandum, disclose to any person any Confidential Information of the other party, except as permitted by Clause 4.3.3.

4.3.3. Each party may disclose the other party's Confidential Information:

4.3.3.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Memorandum. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Clause 4.3; and

4.3.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.3.4. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Memorandum.

4.3.5. The Parties shall comply with all applicable laws and regulations within the governing law jurisdiction of this agreement, including but not limited to those relating to anti-bribery and anti-corruption such as the UK Bribery Act 2010.

4.3.6. Each Party acknowledges that the other Party is subject to relevant Freedom of Information (FOI) legislation, and will provide reasonable assistance to the other Party to enable it to comply with its information disclosure requirements under FOI legislation. Each Party may be required to disclose Confidential Information of the other Party in response to an FOI request, and any such disclosure shall not be a breach of this Memorandum.

#### **4.4. INTELLECTUAL PROPERTY RIGHTS ("IPR") AND LOGO**

4.4.1. Any IPR owned by either Party at the time this Memorandum starts shall remain the property of that Party and no rights shall be created in the IPR for the other Party. For the avoidance of doubt, this Memorandum shall create no licensed rights in respect of either Party's IPRs.



4.4.2. The Parties may not use the name or logo of the other Party without the other Party's prior written agreement.

4.4.3. Neither Party has the right to include the other in any marketing or publicity materials, statements or campaigns without obtaining prior written consent from the other Party.

#### **4.5. FINANCIAL ARRANGEMENTS**

4.5.1 Both Parties agree for the purpose of this arrangement that each will bear its own costs for the advancement of the objectives set out in this Memorandum.

4.5.2 For the avoidance of doubt, subject to clause 4.5.1, no funding commitments or obligations are created for either Party by this Memorandum.

#### **4.6. VARIATION**

This Memorandum cannot be varied except in writing and signed by both Parties.

#### **4.7. RELATIONSHIP**

4.7.1. The Parties are not in a partnership, joint venture, principal and agent or employer or employee relationship.

4.7.2. Neither Party can act for the other Party.

4.7.3. For the avoidance of doubt, the relationship between the Parties is not exclusive.

#### **4.8. SETTLEMENT OF DISPUTES**

The Parties acknowledge and agree that all disputes arising out of the operation and or interpretation of this Memorandum must first be attempted to be settled through mutual and amicable discussion and agreement between the Parties' representatives (as outlined within clause 3); failure of which any such disputes shall be referred to an independent arbitrator (arbitrators), mutually appointed and agreed upon by both parties, whose decision shall be considered final settlement of the dispute. In the event that an arbitrator cannot be agreed upon, then the Parties may refer the dispute to the courts with relevant jurisdiction as provided within clause 4.9.

The language of this Memorandum shall be English and if the Memorandum is translated into any other language the original English version shall prevail regarding any disputes.

#### **4.9. JURISDICTION**

This Memorandum shall be governed by and construed in accordance with the laws of Northern Ireland.



Any claim, dispute or otherwise arising out of or in connection with this Memorandum will be heard exclusively by the courts of Northern Ireland.

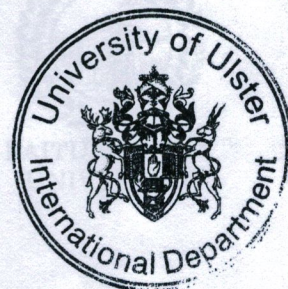
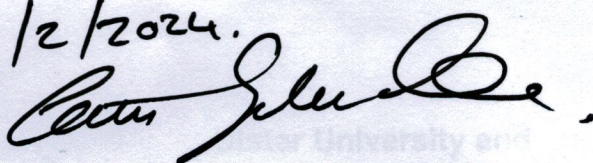
**Signed for and on behalf of  
University of Ulster (otherwise  
known as Ulster University):**

**Name: Professor Cathy Gormley-  
Heenan**

**Title: Provost**

**Date: 5/2/2024.**

**Signature:**



**Akhmet Baitursynuly Kostanay  
Regional University:**

**Name: Kuanyshbayev B. Seitbek**

**Title: Chairman of the Board - Rector**

**Date:**

**Signature:**

