

# **MEMORANDUM OF UNDERSTANDING AND COOPERATION**

**between**

**Almaty University of Power Engineering and Telecommunications**

**and**

**the Center for Emergency Situations**

**and Disaster Risk Reduction,**

**Almaty, Republic of Kazakhstan**

The Non-Profit Joint-Stock Company “Almaty University of Power Engineering and Telecommunications”, represented by the Rector Saule Savetovna Sagintayeva, and the Center for Emergency Situations and Disaster Risk Reduction (the Center), represented by the Director of the Center Valery Viktorovich Petrov (hereinafter jointly referred to as the “Parties”, and individually as a “Party”), have agreed as follows:

## **1. Purpose and Areas of Cooperation**

1.1. The purpose of this Memorandum is to develop cooperation between the Parties in promoting research and educational programs related to forecasting, modeling, emergency preparedness, and disaster risk reduction.

1.2. With regard to the cooperation specified in Clause 1.1 above, the Parties intend to cooperate in the following areas:

development and implementation of joint research projects and programs;

conduct of joint scientific research and activities using the scientific and laboratory facilities and research capacity of the Parties;

joint preparation and submission of grant applications; development of research and innovation activities;

organization and conduct of joint scientific seminars, conferences, training sessions, and other events within the framework of cooperation;

exchange, in accordance with established procedures, of scientific information, scientific and educational literature, bibliographic, and other materials of mutual interest to the Parties;

any other areas of cooperation mutually agreed upon by the Parties that do not contradict the legislation of the Republic of Kazakhstan.

Forms of cooperation may include, without limitation:

conclusion of contracts;

provision of consulting and expert assistance;

other forms of cooperation based on the principles of partnership, equality, and mutual interest.

## 2. Rights and Obligations; Roles of the Parties

2.1. In the course of implementing joint cooperation, the Parties shall endeavor to build their relations on the basis of equality, fair partnership, and protection of each other's interests.

2.2. In performing this Memorandum, the Parties undertake not to limit cooperation solely to compliance with its provisions, to maintain business contacts, and to take all necessary measures to ensure the effectiveness and development of their commercial and scientific relations.

2.3. The Parties have the right to conduct and/or implement activities related to the interests of the other Party with its prior written consent.

2.4. The Parties shall take all measures to resolve any disputes and disagreements that may arise in the course of joint activities under this Memorandum amicably, through negotiations.

## 3. Term

This Memorandum shall enter into force on the date of its signing and shall remain valid for five (5) years, and may be extended for subsequent periods of one (1) year by mutual agreement of the Parties.

## 4. Amendment or Termination of Cooperation

4.1. Either Party has the right to amend this Memorandum by notifying the other Party six (6) months prior to the introduction of such amendments.

4.2. By mutual consent of the Parties, amendments and additions may be made to this Memorandum, which shall be formalized as supplementary agreements forming an integral part of this Memorandum.

4.3. Either Party may terminate this Memorandum prematurely by providing the other Party with written notice thirty (30) calendar days prior to such termination.

4.4. Termination of this Memorandum shall not cancel the obligations of the Parties under contracts and agreements concluded while this Memorandum was in force.

## 5. Miscellaneous Provisions

5.1. Cooperation under this Memorandum shall be implemented in forms that do not contradict the legislation of the Republic of Kazakhstan and shall be based on the mutual consent of the Parties.

5.2. Within the framework of this Memorandum, the Parties may conclude separate agreements, which shall be valid provided that they are executed in writing and signed by duly authorized representatives of the Parties.

5.3. This Memorandum is executed in two (2) copies having equal legal force, one for each Party.

5.4. For the purpose of ensuring practical cooperation, after the signing of this Memorandum the Parties shall exchange, in writing, lists of staff members designated to the joint working group from each Party (including surnames and given names, positions, telephone and fax numbers, and email addresses).

Non-Profit Joint-Stock Company  
“Almaty University of Power Engineering  
and Telecommunications”  
Rector S. Sagintayeva

Center for Emergency Situations and  
Disaster Risk Reduction, Almaty  
Director V. Petrov

Date: 17 October 2017