



SATBAYEV
UNIVERSITY



University of Pristina
Kosovska Mitrovica

AGREEMENT OF COOPERATION

between

**NJSC “K.I. SATBAYEV KAZAKH NATIONAL
RESEARCH TECHNICAL UNIVERSITY”**

and

**UNIVERSITY OF PRISTINA IN KOSOVSKA
MITROVICA**

ALMATY/KOSOVSKA MITROVICA 2022.

AGREEMENT OF COOPERATION

between

**NJSC "K.I. SATPAYEV KAZAKH NATIONAL RESEARCH TECHNICAL
UNIVERSITY"
(THE REPUBLIC OF KAZAKHSTAN)**

and

**UNIVERSITY OF PRISTINA IN KOSOVSKA MITROVICA, FACULTY OF
SCIENCES AND MATHEMATICS
(THE REPUBLIC OF SERBIA)**

The NJSC "K.I. Satbayev Kazakh national research technical university" (hereafter referred to as Satbayev University) represented by its Member of the Management Board – Vice-rector for Science and international cooperation, Shokparov Alibek Zhumabekovich, acting on the basis of the Power of Attorney №21 dated by 24.06.2022, and the University of Pristina in Kosovska Mitrovica (hereafter referred to as University of Pristina) represented by the Rector, Prof. Nebojša Arsić, on the other hand, collectively referred to as the "Parties", have entered into this Agreement:

A. The Parties, for the common good, undertake to make every effort to successfully implement the terms of the Agreement.

B. The Parties have agreed to sign this Agreement declaring the parties' intentions and establishing mutually beneficial cooperation between the Parties in accordance with the terms and conditions stated in the text of this document.

THE PARTIES HAVE HEREBY REACHED AN AGREEMENT ON THE FOLLOWING:

ARTICLE 1 AREAS OF COOPERATION

1.1 The Parties, subject to the conditions of the Agreement, as well as applicable laws and regulations, agreed to develop cooperation within the framework of this Agreement on the basis of equality and mutual benefit.

1.2 Each Party undertakes to develop the fields of education and science on the basis of equality and mutual benefit.

ARTICLE 2 FINANCIAL CONDITIONS

2.1 Parties to the Agreement do not bear any financial obligations to each other.

2.2 Each Party shall independently bear all financial expenses for the implementation of cooperation programs under this Agreement.

ARTICLE 3 INFORMATION RESOURCES

3.1 Each Party undertakes to publish logos with links of the official websites of the Parties for mutual promotion within 15 calendar days after signing this Agreement.

3.2 Both parties agree to provide contact information (first name, last name, position, Department, institution name, location, email address, phone number) in order to participate in QS Intelligence Unit (QSIU) surveys as QS Global Academic Survey respondents for the QS World University Rankings.

ARTICLE 4 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1 Protection of intellectual property rights should be provided by acts and regulations of the national legislation of the Parties.

4.2 The use of the name, logo and official emblem of one of the Parties in any printed document or publication is prohibited without the prior written consent of the other Party.

4.3 Intellectual property Rights to any invention, product or service elements performed jointly by both Parties or otherwise, the results of scientific research obtained in the course of joint activities of the Parties will be the property of both Parties in accordance with the paragraph on mutual agreements;

ARTICLE 5 THE LEGAL FORCE OF THE AGREEMENT

5.1 This Agreement is considered only as a document of intent and does not contain obligations that are subject to execution on the basis of national or international law, and the intentions of the Parties are not subject to proceedings for claims and will not be considered warranty obligations, expressed or implied.

ARTICLE 6 REVISION, MODIFICATION AND AMENDMENT

6.1 Any Party may in writing declare a revision of the clauses of the Agreement, changes in the conditions for their implementation and amendments to the text of the entire Agreement or its part.

6.2 Any amendments and changes adopted by both Parties must be made in writing in the text of the Agreement and become an integral part thereof.

6.3 Adopted amendments and changes to the Agreement shall enter into force on the date specified by the Parties in additional mutual agreements

6.4 Adopted amendments, modifications or changes to the Agreement shall not prejudice the rights and obligations of the Agreement prior to the date of such revision, modification or amendments.

ARTICLE 7 SETTLEMENT OF DISPUTES

7.1 Any differences or disputes between the Parties regarding the interpretation and/or application of the terms and conditions of this Agreement shall be governed by mutual agreements and negotiations between the Parties, without recourse to third Parties.

ARTICLE 8 DURATION AND TERMINATION

8.1 This Agreement shall enter into force on the date of its signature and shall be valid for 5 (five) years, subject to the legitimacy of amendments and modifications made during the period of its validity.

8.2. In the event of a decision to extend the validity of this Agreement, the Parties shall enter into an additional official agreement in writing confirming the adoption of this decision.

8.3 Any Party has the right to terminate this Agreement by sending the other Party 3 (three) months prior to the date of completion of the Agreement, a notification of the intention to terminate the Agreement. There are no penalties for this clause of the Agreement.

ARTICLE 9 CONFIDENTIALITY

9.1 The Parties undertake to take appropriate measures provided for in the regulations of the national legislation of the Parties to protect confidential information.

9.2 By confidential information, the Parties understand any information related to cooperation under this Agreement that is not publicly available, is not intended for wide distribution, use by an unlimited number of persons, and is of actual or potential commercial value.

ARTICLE 10 ANTI-CORRUPTION REQUIREMENTS

10.1. The Parties refrain from committing, inducing to commit actions that violate or contribute to the violation of the legislation of the Republic of Kazakhstan, including in the field of anti-corruption, do not pay, do not offer to pay and do not allow the payment of any funds or valuables, directly or indirectly, to any persons to influence actions or decisions these persons in order to obtain any unlawful advantages or achieve other unlawful goals.

10.2. When fulfilling their obligations under the Agreement, the Parties do not carry out actions qualified by the legislation applicable for the purposes of the Agreement, such as giving/ receiving bribes, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on countering the legalization (laundering) of illegally obtained income.

10.3. If a Party suspects that a corruption violation of any provisions of this section of the Agreement has occurred or may occur, the relevant Party undertakes to notify the other Party in writing.

10.4. In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to assume that a corrupt violation of any provisions of this section of the Agreement has occurred or may occur by the Party.

10.5. The Party that has received a written notification is obliged to investigate and submit its results to the other Party, or send materials to the relevant state authorized body, and inform the other Party about it.

**ARTICLE 11
CORRESPONDENCE**

11.1 All correspondence under this Agreement must be conducted in writing in English and Russian and sent by e-mail, Fax, or postal message to the following addresses of Satbayev University and University of Pristina in Kosovska Mitrovica or to another address that either Party will provide to the sender:

To: Shokparov Alibek Zhumabekovich Member of the Management Board – Vice-rector for Science and international cooperation

NJSC "K.I. Satbayev Kazakh National Research Technical University"

The Republic of Kazakhstan

050013, Almaty

Satpayev st., 22

Tel.: +7 (727) 320-40-19

Fax: +7 (727) 292-60-25

E-mail: info@satbayev.university

Website: <http://www.satbayev.university.kz>

To: Prof. Nebojša Arsić, Rector

University of Pristina in Kosovska Mitrovica

The Republic of Serbia

38220, Kosovska Mitrovica

Filipa Visnjica st., n.n.

Tel.: +381 28 422-340




Fax: +381 28 422-320

E-mail: rektorat@pr.ac.rs

Website: <https://pr.ac.rs>

We hereby certify that this Agreement is signed by authorized persons:

The Agreement of Cooperation has been prepared and signed in English, in 2(two) copies, one copy for each Party. All 2 (two) documents have equal legal force.

<p>For the NJSC "K.I. Satbayev Kazakh national research technical university"</p>   <p>Shokparov Alibek Zhumabekovich Member of the Management Board Vice-rector for Science and international cooperation</p> <p>Date:</p>	<p>For the University of Pristina in Kosovska Mitrovica</p>   <p>Prof. Nebojša Arsić Rector</p> <p>Date: 02/11/2022</p>
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