

DATED THE 18 DAY OF February 2019

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BETWEEN

UNIVERSITI TENAGA NASIONAL  
(MALAYSIA)

AND

D. SERIKBAYEV EAST KAZAKHSTAN STATE  
TECHNICAL UNIVERSITY  
(REPUBLIC OF KAZAKHSTAN)

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MEMORANDUM OF UNDERSTANDING

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AGREEMENT  
ON COOPERATION BETWEEN  
D. SERIKBAYEV EAST KAZAKHSTAN STATE  
TECHNICAL UNIVERSITY  
(REPUBLIC OF KAZAKHSTAN)  
AND  
UNIVERSIT TENAGA NASIONAL  
(MALAYSIA)



« 18 » February 2019

The Republican State Enterprise on the right of economic management «D. Serikbayev East Kazakhstan State Technical University » of the Ministry of Education and Science of the Republic of Kazakhstan *represented by* Rector, Professor Zhassulan Shaimardanov, on the one part, and “Universiti Tenaga Nasional” *represented by* Vice Chancellor, Dato’ Prof. Ir. Dr. Kamal Nasharuddin bin Mustapha, on the other part, (both hereinafter referred to as the Parties collectively, or Party individually),

**taking into consideration** the partnership and close international relations between the Republic of Kazakhstan and Malaysia,

**recognizing** the necessity and the possibility for developing further perspective bilateral relations between two countries in educational and scientific fields of cooperation,

**wishing** to make their own contribution to development of cooperation between two educational institutions in the abovementioned fields, hereby conclude this Agreement on cooperation (hereinafter referred to as the Agreement) with following provisions.

**Article 1**

Based on the principle of mutual benefit and respect for each other’s independence, the Parties will foster:

1. Faculty and administrative staff exchange. Organization of training courses for teaching staff. Faculty exchange for conducting jointly organized courses;
2. Student exchange at graduate and undergraduate levels for research internships and training;
3. Development and realization of joint educational programs, curriculum, including programs with double-degree awarding;
4. Organization of academic meetings and symposia; Joint participation and conduct of scientific and summer schools with the involvement of specialists and students;
5. Joint research activities. Joint participation in the grants awarded by the state, international, public and private foundations and organizations;
6. Publication of articles, reports, and other scientific materials of the university faculty members, staff and students in the periodical publications of the partner-university;
7. Exchange of academic information, publications, materials and knowledge. Organization of access to research centers and facilities to conduct research;

8. Attracting leading scientists and professors for supervising PhD students' research work at the partner-university;
9. Other forms of educational and scientific activities as may be mutually agreed by the two Parties.

In order to give effect to these forms of cooperation, representatives of individual faculties and institutes within the two Parties will be encouraged to consult each other and to develop specific plans for collaboration in any or all of the ways mentioned above.

#### **Article 2**

The implementation of each program based upon the Agreement shall be negotiated and agreed upon by the Parties under a separate agreement prior to the initiation of the particular program. This separate agreement will clearly describe the functions and activities to be developed, work schedule, personal profile, financing, rights and obligations of each Party, as well as the required documents necessary to determine the goals and scope of each program.

#### **Article 3**

It is implicit that each and every activity undertaken under the Agreement is approved by the appropriate officials at each institution and falls within each institution's academic and fiscal constraints. The results of the cooperative researches including but not limited to any newly produced intellectual rights shall be operated earnestly and fairly through due consultation between the Parties. After signing this Agreement in the implementation of any working relationship between the Parties, the Parties guarantee the full confidentiality of any information received from the other Party, its representatives or consultants, in both printed and electronic media that (a) is marked as "Confidential"; or (b) relates to the financial plans of the Party.

#### **Article 4**

In the process of implementation of the Agreement's provisions the two universities shall act according to the legislation of their home countries and inter-governmental agreements on cooperation in the fields of education, science and culture between the Republic of Kazakhstan and Malaysia. In the event of dispute, the laws of the country in which the cause of action arose shall prevail.

All cooperative activities in article 1 above shall be done in compliance with all applicable laws, regulations and guidelines of the country and university in which the activity is conducted.

#### **Article 5**

The Agreement shall come into effect upon signature of this document by authorized representatives of both universities and shall remain in force for FIVE (5) years until terminated by either university by notification. The notification for termination of the Agreement shall be made not later than six months prior to the termination date. Regardless

of termination, the Parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program have completed the term in session at the time of termination. Upon termination of this MOU, each Party shall return all documents, records, materials and specifications including any confidential information received pursuant to this Agreement, to the respective owner. The Agreement may be modified at any time after due consultation between the Parties.

“Universiti Tenaga Nasional” Nominated Representative

Name/Title: Associate Professor Dr. Zuraidah Bte Ali  
Position: Manager, Internationalization & Mobility  
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EKSTU Nominated Representative

Name/Title: Ms. Kalamkas Daniyarova  
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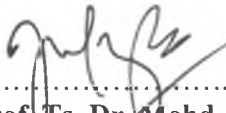
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IN WITNESS WHEREOF the Parties have hereto set their hands and seal the day and year first above written.

Signed for and on behalf of  
UNIVERSITI TENAGA NASIONAL

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**Dato' Prof. Ir. Dr. Kamal  
Nasharuddin Mustapha**  
Vice Chancellor

In the presence of:

  
.....  
**Dato' Prof. Ts. Dr. Mohd. Zamri Yusoff**  
Deputy Vice Chancellor  
Student Affairs, Alumni & Management

Signed for and on behalf of  
D. SERIKBAYEV EAST KAZAKHSTAN  
STATE TECHNICAL UNIVERSITY

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) .....  
**Zhassulan Shaimardanov**  
Rector



In the presence of:

  
.....  
**Ms. Kalamkas Daniyarova**  
Specialist of the Department of Internationalization  
& International Cooperation