

AGREEMENT

between

D. Serikbayev East Kazakhstan State Technical University, Kazakhstan

and

**Institute of Mineral and Waste Processing, Waste Disposal and
Geomechanics, Department of Mineral and Waste Processing, Clausthal
University of Technology, Germany**

The following agreement has been reached by D. Serikbayev East Kazakhstan State Technical University (hereafter called EKSTU), Protozanova 69, Ust-Kamenogorsk, 0700010 and the Institute of Mineral and Waste Processing, Waste Disposal and Geomechanics, Department of Mineral and Waste Processing, of the Clausthal University of Technology, Germany (hereafter called TUC-IFAD), Erzstraße 20/ Walther-Nernst-Straße 9, 38678 Clausthal-Zellerfeld.

§ 1 Preamble

- Mutual cooperation in research - and teaching activities will be helpful to both sides;
- A Memorandum of Agreement would be of mutual benefit and would serve as an inspiration to continued interest in further cooperation.

The two institutions have the common aspiration to sign this cooperative agreement as follows:

1. Each institution will promote the exchange of faculty, research scholars and students for conducting teaching and cooperative research in the areas of the Environmental Protection Technology, Recycling, Mineral and Waste Processing.
2. Each institution agrees to collaborate in research in the areas of the Environmental Protection Technology, Recycling, Mineral and Waste Processing. All collaborative research activities shall be in accordance with all applicable rules, regulations, policies and practices of each institution, including intellectual property and sponsored research policies; Each institution will promote the exchange of qualified graduate students enrolled in master's degree programs.
3. Any expenses incurred by each institution under this agreement will be the sole responsibility of that institution;

This Memorandum of Agreement shall become effective on the date of the final signing and shall be valid for three years with the understanding that it may be terminated by either party giving six months prior notice to the other party in writing. Unless one of the parties terminates this agreement six months prior to the end of the year in writing, this agreement shall be renewed automatically for the following year. This agreement may be amended or altered by means of common written consent on the part of the signatories or their designated representatives.

§ 2 Exchange of students for international education

TUC-IFAD will send up to two exchange students to EKSTU each year and EKSTU will send up to two EKSTU exchange students to TUC-IFAD each year for the duration of this agreement, unless this number is varied by mutual agreement. One student for one year will be equivalent to two students for one semester. One research student for a period of up to six months will be equivalent to one student for one semester and one research student for a period of six to twelve months will be equivalent to one student for one year. Both institutions will review the programme annually for any imbalance in the number of exchange students and will adjust the number of exchange students over the term of the agreement, as necessary, to maintain a reasonable balance in the exchange.

The home institution shall nominate students for the exchange program at least six months prior to the beginning of each term.

Exchange students must have completed their first year of studies in a master's program at their home university in order to facilitate participation in the exchange program under this agreement. The home institution will screen applicants from its university for exchange. The host institution will reserve the right to make final judgment on the admissibility of each student nominated for the exchange.

The host institution will provide the necessary documents to enable the exchange students to obtain a visa.

The following guidelines shall apply:

1. All applicants must satisfy all admission requirements of the host institution, including language proficiency requirements, and submit the required officially certified documents.
2. Each institution will provide tuition fee waivers for the exchange students as long as there is no imbalance in the number of exchanges.
3. Students seeking admission to Master-programs at Clausthal University of Technology under this agreement must submit official evidence of a successfully passed TOEFL / DSH - Level 2 or "TestDaf Niveaustufe 4" and a resumé. Students seeking admission to Master programs at D.Serikbayev EKSTU must submit official evidence of a successfully passed TOEFL / Russian (pre-intermediate)".
4. The host institution reserves the right to exclude students from restricted programs.
5. Any academic credit earned at the host institution shall be transferred back to the home institution in accordance with procedures determined by the latter.
6. Upon completion of the exchange program at the host institution, the exchange students must return to the home institution. Any extension of stay must be approved by both institutions.
7. Students participating in the exchange program shall be subject to and must abide by all the rules and regulations of the host institution. They will also have the rights and privileges enjoyed by other students at the host institution. They will be subject to the same assessment procedures for the course in which

they are enrolled as students of the host university.

8. Participating exchange students shall be responsible for transportation to and from the host institution, room and board expenses, medical insurance, textbooks, clothing and personal expenses, passport and visa costs as well as all other debts and incidental expenses incurred during the course of the exchange period.
9. Both institutions shall review the exchange program on a regular basis for imbalances in the number of students exchanged and will adjust the numbers as necessary to maintain a well-balanced program.

§ 3 Exchange of faculty and/or teaching staff

1. To provide their students with additional international perspective and to align the education both universities share lectures, both institutions will promote the exchange of faculty and/or lecturers in the areas of the Environmental Protection Technology, Recycling, Mineral and Waste Processing.

§ 4 Common research activities

1. Both parties shall identify research activities in the areas of the Environmental Protection Technology, Recycling, Mineral and Waste Processing for which cooperation may be of mutual benefit. Each party shall involve the other party at its earliest convenience.
2. Both parties will discuss research opportunities in this regard on a regular basis.
3. For closer common research projects the parties shall agree upon rules of Intellectual Property, Indemnification and Liability.

§ 5 General conditions

1. Financial and other terms of student exchanges and other collaborations and the budgets necessary for each specific program and activity implemented under the terms of this agreement shall be discussed and agreed upon mutually and in writing by both parties prior to the initiation of the particular program or activity. All activities depend on the availability of funds.
2. Upon recognizing that the academic year is structured differently in Kazakhstan and Germany, as follows:

	Fall Lectures	Examinations	Spring Lectures	Examinations
Germany	Mid October – Mid February	January - April	Mid April – End of July	July - October
Kazakhstan	September-December	End of December	January-Mai	Mai-June

3. Both parties agree to meet if possible at least once a year to discuss experience gained by relevant cooperation activities, resolve any issues which have come up during the year, prepare and align plans for the following year and discuss tendencies for cooperation for the future. Location and coordination of these meetings will alternate between D. Serikbayev East Kazakhstan state technical university and Clausthal-Zellerfeld or may be carried out via video conference.

4. Each institution agrees to comply with immigration guidelines in support of exchange of international students and/or faculty.
5. The parties nominate the following persons as their local contact person for matters related to this agreement:

From EKSTU: 1. Vice-Rector on science and international cooperation, Dr.-Ing. O.D. Gavrilenko
2. Ass. prof., Dr.-Ing. Natalya Kulenova

From TUC-IFAD : Prof. Dr.-Ing Daniel Goldmann.

§ 6 Signatures

Rector of EKSTU,
Prof. Shaimardanov Z. K.

Date 28.07.2015

Prof. Dr.-Ing. Habil K. H. Lux

Date 14.07.2015

Prof. Dr.-Ing. Daniel Goldmann

Date 21.07.2015

IFAD of Clausthal University of
Technology

Institut für Aufbereitungstechnik und Geomechanik
Technische Universität Clausthal
Walter-Nernst-Straße 9
38678 Clausthal-Zellerfeld

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