

**MEMORANDUM OF UNDERSTANDING
BETWEEN
L.N. GUMILYOV EURASIAN NATIONAL UNIVERSITY
NUR-SULTAN CITY, KAZAKHSTAN
AND
THE STATE UNIVERSITY OF NEW YORK AT BINGHAMTON
BINGHAMTON, NEW YORK, USA**

This Memorandum of Understanding (hereinafter the "MoU") establishes a direct and mutually rewarding collaborative relationship in the field of higher education, science, and culture to increase the effectiveness of educational, methodological, and scientific research efforts between L.N. Gumilyov Eurasian National University, located in 010000, Kazakhstan, Nur-Sultan city at 2 Satpayev street, and The State University of New York by and on behalf of The State University of New York at Binghamton (Binghamton University), located at 4400 Vestal Parkway East, Binghamton, NY, U.S.A. as of this Fourth day of March, 2019 ("Effective Date"). The collaboration aims to foster advancement in teaching, research, academic collaboration and cultural understanding and to create avenues for enhancing learner experience at both entities, as well as strengthen both entities by finding ways of combining their complementary resources and strengths.

**ARTICLE 1
SCOPE OF COOPERATION**

Both Parties agree that the intention of this partnership is to create a specific foundation to encourage exchange and sharing of academic, scientific, and cultural experiences amongst their professors, students, and administrative personnel. As part of this collaboration, L.N. Gumilyov Eurasian National University and Binghamton University will broadly explore the following avenues for cooperation:

- i. Short courses, seminars, workshops, and courses provided by Binghamton University to L.N. Gumilyov Eurasian National University;
- ii. Discussions on industry/university collaboration;
- iii. Faculty and/or administrator visits;
- iv. Support of conferences and workshops, the mode of support will be determined depending on topic, timing, and other considerations;
- v. Discussions and sharing of information on incubation of start-up companies;
- vi. Discussions regarding Binghamton University's Center for Learning and Teaching;
- vii. Discussions regarding joint degree programs and scientific internship.

The specific terms of collaboration for each initiative implemented under this MoU shall be mutually discussed and agreed upon in writing within separate agreements for each specific case by both partners prior to the initiation of the particular activity or program.

**ARTICLE 2
DURATION, TERMINATION, AND AMENDMENT**

The terms of this MoU shall commence on the Effective Date and continue for a period of five (5) years, and may be subject to extensions by mutual consent. Either party may terminate this MoU by giving sixty (60) days advance notice in writing.

The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing. An amended agreement will be an undivided part of this MoU and must be properly registered and signed by the representatives of the two universities. If any programs are in effect at the time this MoU expires or is terminated, the parties will work together in good faith pursuant to the terms of the program agreement to ensure that the participating students, faculty, and staff are able to complete their academic program if practicable.

**ARTICLE 3
COSTS AND EXPENSES**

The cost and expenses to be paid in relation to any co-operation or collaboration envisaged under this MoU shall be subject to a separate written agreement to be agreed upon and signed by the Parties as or if it shall arise.

**ARTICLE 4
USE OF NAME**

If the parties enter into a collaborative agreement with respect to any of the areas of cooperation addressed in this Memorandum of Agreement, either institution shall be allowed to promote that the other institution is its partner with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating organization in a manner that complies with the then-current logo use policy and is pre-approved in writing by the other institution. Each institution reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either institution must deliver examples of all requested materials within 30 days. If the usage of the logo/name is unacceptable to the requesting party, upon receipt of a written request from the partner, the organization must immediately stop publishing that usage of the logo and/or name, and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation.

**ARTICLE 5
DISPUTE RESOLUTION**

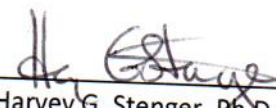
Disputes, arising in accordance with the Memorandum will be resolved by consultation and conversation between universities. This MoU is governed and construed under the laws of the State of New York.

This MoU is prepared in English language. Each partner will hold one original copy duly signed by authorized representatives of each entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures.



Yerlan Sydykov
Rector
L.N. Gumilyov Eurasian National University



Harvey G. Stenger, Ph.D.
President
Binghamton University

04.05.2019
Date

May 24, 2019
Date