



**UNIVERSITY OF
CALGARY**

UC International
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MEMORANDUM

Date: March 7, 2016

To: Ms. Aliya Duismaganbetova
International Cooperation
Department

From: Caylie Smith
Partnerships Assistant Asia/Pacific
UC International, University of Calgary

Subject: **Agreement between L.N. Gumilyov Eurasian National University and the University of Calgary**

Dear Ms. Aliya Duismaganbetova,

Please find enclosed one (1) copy of the Memorandum of Understanding between L.N. Gumilyov Eurasian National University and the University of Calgary. Please confirm receipt.

Kind regards,

Caylie Smith

MEMORANDUM OF UNDERSTANDING
"MOU"

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY ("UC")

A corporation continued pursuant to the *Post-Secondary Learning Act* S.A. 2003, C. P-19.5

and

L.N. GUMILYOV EURASIAN NATIONAL UNIVERSITY ("ENU")

1. Preamble

WHEREAS:

- 1.1 The above named institutions (the "**Institutions**") jointly agree to collaborate for the purposes of mutually beneficial exchanges of Students and Faculty between and among these Institutions, to promote the advancement of education, research, and services, and to strengthen friendly cooperation between and among the Institutions.
- 1.2 This MOU is signed in accordance with, and to meet the goals of, the requirements of the funding agencies:

NOW THEREFORE, the Institutions hereby agree to establish collaboration according to terms and conditions as follows:

2. Definition

- a) "**Home Institution**" means the Institution from which a student intends to graduate or the university which is the regular employer of staff participants.
- b) "**Host Institution**" means the Institution, which has agreed to host participants.
- c) "**Parties**" means the Institutions.

3. Purpose and Scope

The general purpose of this MOU is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following:

- 3.1 Joint educational and research activities, including applications for funding to promote these activities;
- 3.2 Exchange of visiting scholars for the purpose of conducting research;
- 3.3 Exchange of scholarly work;
- 3.4 Exchange of undergraduate and graduate students.

4. Definitive Agreements

The Institutions may at a later date enter into definitive agreements under the terms of this MOU to more clearly define the nature, extent and terms of the proposed collaboration.

5. Enforceability

The MOU is not intended to and does not create any rights, benefit, or legal obligations, substantive or procedural, enforceable at law or equity, by Institution, its officers, employees, or agents against the other Institution, its officers, employees or agents.

6. Finances

Both Institutions are responsible for the financial arrangements under this MOU and may enter into definitive agreements at a later date to more clearly define these arrangements.

7. Intellectual Property

Prior to commencing any activity, each of the Home and the Host Institutions will inform participants of their policy on intellectual property created, as applicable to them. The participants shall confirm in writing their understanding and agreement with these policies. In case of conflicting policies, or at the request of either the Home or the Host Institution, the participants may enter into a separate agreement on this matter that is agreed to by each of the Home and Host Institutions.

8. MOU Renewal and Termination

This MOU will be reviewed at the end of [5 years] by the Parties; the results will determine whether the MOU will continue. Should any Party wish to terminate the MOU, it must notify the other Parties in writing six (6) months prior to the date of termination or an earlier termination date if mutually agreed upon.

In the event of termination, the Parties will honour all commitments to any activities in process. Termination shall not affect other existing agreements; and any existing agreements that may have been entered into by the Parties shall be completed in accordance with their terms.

9. Administrative Coordinators

Each Institution will designate an individual who will serve as the Administrative Coordinator for this MOU. The Administrative Coordinator will be responsible for coordinating the specific requests of the program, ensuring that all necessary approvals are in place, preparing and distributing reports on the progress of the MOU.

a. At UC, Co-ordination shall be done by UC International:

Address:

The University of Calgary
2500 University Drive NW
MB 301
Calgary, Alberta, Canada T2N 1N4

Phone: 403.220.7702

Fax: 403.289.0171

Email: uci@ucalgary.ca

Website: ucalgary.ca/uci

b. At ENU, coordination shall be done by: International Cooperation Department

Address: 010008, Republic of Kazakhstan,
Astana, Kanysh Satpaev, 2

Phone: +7 7172 709500 int. 31-309 and 31-336

Fax: +7 7172 709457

Email: enu@enu.kz

Website: www.enu.kz

10. Dispute Resolution/Governing Jurisdiction

The Institutions commit to resolve any dispute arising under the terms of the MOU peacefully and by mutually agreed means.

11. MOU in Counterparts

This MOU may be executed in English and one or more counterparts, each of which when so executed and all of which together shall constitute one and the same MOU. Delivery of executed counterparts may be accomplished by facsimile transmission.

The Parties agree that this MOU must be signed by all Parties prior to the implementation of the MOU.

IN WITNESS WHEREOF the authorized representatives of the Parties have executed this MOU on the dates indicated:

For and on behalf of
THE GOVERNORS OF
UNIVERSITY OF CALGARY

For and on behalf of
L.N. GUMILYOV EURASIAN THE
NATIONAL UNIVERSITY



Dr. Dru Marshall
Provost and Vice President (Academic)

Professor Yelhan Sydykov
Rector

March 2 2016

22.01.2016

Date

Date