

COOPERATION AGREEMENT BETWEEN GAZI UNIVERSITY AND KOSTANAY SOCIAL TECHNICAL UNIVERSITY



Objective

Article 1

The purpose of this agreement is to achieve academic cooperation between Gazi University and Kostanay Social Technical University (Kazakhstan).

Scope

Article 2

This agreement covers the procedures and principles of educational, academic and cultural cooperation between Gazi University and Kostanay Social Technical University.

Legal Basis

Article 3

This Protocol is prepared on the basis of following provisions: "Higher Education Law" numbered 2547, published in the Official Gazette dated 6.11.1981 and numbered 17506, and the "Regulation on Joint Education Programs of Higher Education Institutions with Foreign Higher Education Institutions" published in the Official Gazette dated 06.10.2016 and numbered 29849.

Parties

Article 4

This agreement has been signed between Gazi University Rectorate and Kostanay Social Technical University.

Official Addresses and Notification

Article 5

The parties have accepted the following postal addresses as their official places of residence. Notifications to these addresses will be valid.

a) Gazi University

Gazi Üniversitesi Rectorate Emniyet Province. Bandırma St. No: 6/1 Yenimahalle / Ankara / Türkiye Tel: 0(312) 202 20 00 Fax: 0(312) 221 32 02 E-mail: internationalrelaitons@gazi.edu.tr

 b) Kostanay Social Technical University Ulitsa Tekstil'shchikov 9 Kostanay 110000 / KAZAKHSTAN Tel: +7 (777) 407 4979 - +7 (777) 441 4568 E-posta: cos_kstu@mail.ru

Should there be a change of information on official addresses, the parties will notify each other in written within 1 (one) month. Otherwise, the notification made to the previous addresses will be deemed valid.

Commitments / Responsibilities / Liabilities of the Parties Article 6

Gazi University and Kostanay Social Technical University (hereinafter referred to as the Parties) agree on cooperation under the legal regulations of both countries for the articles below:

Both parties;

- a) Make the necessary arrangements within the framework of legal regulations for the exchange of lecturers and students in academic units and encourages scientific research work,
- b) Contribute to the curriculum preparation and development of the faculties at the university.
- c) Organize joint research projects, conferences, meetings seminars, workshops, scientific activities and joint courses,
- d) Produce and share information and publication, within the framework of legal legislation.
- e) Support the exchange/share of scientific research data and technical equipment.
- f) Provide support to the students studying at the associate, undergraduate, thesis/non-thesis Master's Degree and Doctoral Degree programs in order to benefit from the courses, internships and all kinds of educational activities in the relevant programs within framework of legal legislation.
- g) Should plan exchange and research activities related to joint scientific research studies separately, by taking into account the resources and facilities of each university; arrange exchange program rules and procedures in an additional protocol.
- h) Plan principles for mutual implementation of education and training, research and library facilities within the scope of the cooperation to be made.
- i) This agreement will not create any obligatory financial liabilities for any party.
- i) This agreement will not cause any special obligations about mutual cooperations for any party,
- k) If it is thought that the results of the researches will affect the intellectual property rights issues during the joint projects within the framework of this protocol, the parties should prepare an additional protocol regulating the conditions regarding the intellectual property rights that may arise before the project starts,
- 1) Joint cooperation in projects supported by national and international budgets and the sharing of financial and intellectual rights in projects are determined by protocols to be made separately for each project.
- m) The implementation of this protocol is subject to the laws in force in the territory of each Party. The parties are responsible for obtaining the necessary internal or other types of permissions in accordance with the law.

Amendment to The Agreement

Article 7

With the consensus of the parties, there can be changes on the protocol. Changes made are governed by an additional protocol.

Duration and Expiration of the Agreement Article 8

This agreement will be valid for 5 (five) years from the date of signatures. After this duration, it can be extended upon the negotiation of the parties.

Termination of the Agreement Article 9

The Rectorate of Gazi University and The Rectorate of Kostanay Social Technical University will have the right to unilaterally terminate this agreement with 30 (thirty) days notice. In case of termination and expiration of the protocol, the terms of this protocol will be valid until the ongoing applications are completed.

Force Majeure

Article 10

With the emergence of an unforeseen and developing situation beyond the control of the parties after this protocol has been signed, the circumstances that occur outside the control of the parties such as fire, infectious disease, humane and natural disasters and war which made it impossible for one or both of the parties to fulfill their commitments partially or completely or to fulfill them on time are considered force majeure. In the event of a force majeure event, the party affected by the force majeure immediately notifies the other party in writing and the performances of the parties are suspended during the force majeure period. When force majeure disappears, the Protocol resumes from where it left off. The obligations of the party whose rights are not realised during the force majeure period will also be suspended. If the force majeure lasts longer than 6 months, it is a reason for termination without compensation, as it will make the continuity of the Protocol impossible.

Data Protection

Article 11

The parties agree and undertake to act in accordance with the provisions of the legislation they are subject to regarding the protection of personal data, and that the faulty party will be responsible for the damages that may arise due to the violation of these provisions. In this context, the Parties take the necessary administrative and technical measures to obtain, process, transfer, delete or anonymize personal data in accordance with the law.

Education, Accommodation, Travel and Food

Article 12

Education, accommodation, travel and food expenses of the exchange academic staff and students in academic units will be limited by a predetermined budget and these expenses will be in their home University's discretion.

Resolution of Conflicts

Article 13

The parties will seek to resolve the disputes that may arise during the implementation of the agreement by means of reconciliation and peace.

Execution

Article 14

The functionality of this protocol is provided by the rectors or officials to be determined by the rectors on behalf of the universities

Enforcement Article 15

This agreement was put in order on 25./99./2023 as 4 (four) pages and 2 (two) original copies. 1 (one) copy of the agreement will be kept by Gazi University Rectorate, and the other copy will be kept by Kostanay Social Technical University The agreement will be valid starting from the date of signing.

Prof. Dr. Musa YILDIZ Rector of Gazi University

Prof. Dr. Dzamanbalin Kadyrgali KONYSPAEVICH Rector of Kostanay Social Technical University