

# COLLABORATION AGREEMENT

Almaty, Kazakhstan

« 17 » 06 2020

“Kazakh National Research Technical University named after K.I. Satbayev” Non-Commercial Joint-Stock Company, hereinafter referred to as “Party 1”, represented by the Vice-rector for science **A. Syzdykov**, acting on the basis of power of attorney # 18 of May 15, 2020, on the one hand, and **Dnipro University of Technology**, hereinafter referred to as “Party 2”, represented by Vice-rector for educational, scientific, pedagogical work and international relations **O. Shashenko**, acting on the basis of the University Charter, on the other hand, jointly referred to as the “Parties”, have concluded the present **Agreement** as follows:

## Article 1

### SUBJECT OF THE AGREEMENT

1.1 The subject of the Agreement is a cooperation of mutual interest in the field of science, production and implementation of joint research programs and projects, the introduction of new technologies and scientific developments.

The Parties, convinced that scientific and technical cooperation is an important component of the entire range of bilateral relations, recognizing the need to strengthen and development of mutually beneficial cooperation in the field of science and new technologies,

will develop cooperation in order to implement the project “**Implementation of innovative mining transportation systems and increasing the intensity of ore mining in deep open pits under conditions of the extreme state of steeply inclined layers**” (hereinafter - the Project), submitted as part of the Competition for grant funding for scientific and (or) scientific and technological projects for 2020 – 2022 (fundamental and applied scientific research), organized by the Committee of Science of the Ministry of Education and Science of the Republic of Kazakhstan (hereinafter – the Contractor) in accordance with Appendix 1.

## Article 2

### COOPERATION AREAS

2.1. Parties, subject to compliance with the terms of the Agreement, as well as existing laws and regulations, agreed to develop cooperate in the field of science, to carry out joint research and or other work, to exchange information, equipment and services within the framework of the Project.

2.2. Each Party undertakes to develop the sphere of science in accordance with the above project based on equality and mutual benefit.

2.3. The date for the commencement of this project implementation and the amounts under the Agreement will be determined in the process of signing the contract with the Contractor (Appendix No. 1).

## Article 3

### FINANCIAL CONDITIONS

3.1. Financing (project funding) of cooperation will be determined in Appendix No. 1 to the current Collaboration Agreement.

3.2. Economic and organizational conditions of the cooperation, including:

- using the results of joint research projects;
  - responsibility for the reliability of information and the quality of materials and equipment transferred by the Parties to each other in the process of cooperation;
  - the order of operation of scientific and technical facilities and scientific equipment of joint use;
  - responsibility for damage caused by any of the Parties in the performance of joint work;
  - the conditions for travel of scientists and specialists of the Parties;
  - volumes, conditions and forms of implementation of the results of scientific and technical activities
- will be agreed by the Parties On the basis of bilateral supplementary agreements and treaties.

#### **Article 4**

##### **INTELLECTUAL PROPERTY RIGHT**

4.1. When implementing cooperation on the basis of this Agreement, the Parties shall protect the rights to industrial and intellectual property. Protection of intellectual property rights should be ensured by acts and regulations of the national legislation of the Parties, as well as other international agreements signed by the government or an authorized organization of the Party to the Agreement.

4.2. The use of the results of joint scientific research and other information obtained in the conduct of scientific research, as well as issues related to patenting, copyrights, protection of industrial designs and other rights to industrial and intellectual property, will be agreed by the Parties separately in each case by concluding bilateral contracts or agreements.

#### **Article 5**

##### **CONFIDENTIALITY OF THE DEVELOPING**

In carrying out joint research and development, the results of which can be fully or partially the subject of state secrets the Parties is guided by the current legislation on state secrets.

#### **Article 6**

##### **SUSPENSION OF THE AGREEMENT**

Each Party reserves the right, in completely or in part, to suspend the operation of the Agreement for reasons of national security, state interests, public order or public health, which comes into force upon written notification of this to the address of the other Party.

#### **Article 7**

##### **DISPUTE RESOLUTION**

Any differences or disputes between the Parties concerning the interpretation and / or application of the conditions and clauses of this Agreement shall be governed by mutual arrangements and in the course of negotiations between the Parties, without recourse to third parties.

#### **Article 8**

##### **DUE DATE OF AGREEMENT AND ITS TERMINATION**

8.1. This Agreement enters into force from the date of its signing by the Parties and is valid for **3 years**.



8.2. Any Party has the right to terminate this Agreement by sending to the other Party three months before the date of completion of the contract, a notice of intention to complete the operation of the Agreement. Penalties for this clause of the contract are not provided.

8.3. The provisions of this Agreement may be amended or supplemented upon agreement of the Parties, executed in writing and signed by authorized representatives of the Parties.

8.4. This Agreement is made in Russian and English in 2 copies, each having equal legal force, on a copy for each Party.

#### Article 9

#### ADDRESSES AND DETAILS OF THE PARTIES

##### PARTY 1

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##### PARTY 2

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