**COOPERATION AGREEMENT**

THIS AGREEMENT dated the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 201\_ is between:

Non-Profit Joint-Stock Organisation **“Kazakh National Research Technical University named after K.I. Satpayev”**, 22a Satpayev Str., Almaty, Kazakhstan, hereinafter referred to as “UNIVERSITY”, and herein represented by its Vice-Rector for Science Murat Kadesovich Orunkhanov, acting under a Power of Attorney (POA) N02-28 from May 3rd, 2016, for “Kazakh National Research Technical University named after K.I. Satpayev”, with full powers to this effect.

AND

[name of company], [address], hereinafter referred to as “\_\_\_\_\_\_\_\_\_\_” and herein represented by \_\_\_\_\_\_\_\_, acting under a Power of Attorney (POA) for [name of company], with full powers to this effect

KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY and [name of company] are collectively called “the Parties” and individually, “the Party”.

IT IS AGREED as follows:

1. CONDITIONS OF AGREEMENT

1.1. In order to assist each other in dealing with statutory tasks, the Parties agree to provide reciprocal services to carry out joint activities in the framework of the [name of the project] project realisation (hereinafter referred as PROJECT) that is going to be developed at [the University and/or …].

1.2. Under the Project realisation framework the Parties agree to make the exchange of information, equipment, services.

1.3. Participate in joint practical projects and other joint activities that do not contradict the current legislation on a contractual basis.

1.4. Parties shall act jointly in order to develop and introduce high technologies to industries.

2. OBLIGATIONS OF THE PARTIES

2.1. The Parties agree to carry out activities, jointly and in concert, in order to achieve the objectives of this Agreement, Sections 1.1 to 1.4.

2.2. The Parties agree not to disclose confidential information, of industrial and commercial nature that has become known during the joint work.

2.3. The Parties shall assist each other in the protection of patents, and other exclusive rights and protection against unfair competition from third parties.

3. ACCOUNTING AND PAYMENTS

3.1. All accounting calculations for the work performed and services are to be carried out by the Parties, based on other documents.

3.2. In case of or as a result of joint activities defined in Sections 1.1 to 1.4 of this Agreement, the Intellectual Property rights will be received, and profits from the commercialisation of which will be determined by the Parties on the basis of other documents.

4. DISAGREEMENTS AND DISPUTES

4.1. The Parties shall take all measures to settle any disputes that may arise during the course of joint activities under this Agreement through negotiations.

4.2. In the event the parties are unable to agree, all disputes are to be resolved in accordance with the current legislation of the Republic of Kazakhstan.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall become effective upon the Effective Date, when both Parties have signed this Agreement, and shall continue in force for three years.

5.2. Termination. This Agreement may be terminated by written notice by any of the Parties and ceased to have effect after one month from the date the termination notice has been delivered. In this case, the conditions of termination are determined by mutual agreement of the Parties.

5.3. Premature termination of the Agreement shall not affect the completion of joint work that was agreed during the period of its validity.

6. GENERAL

6.1. This Agreement is not a civil contract and failure to execute it does not entail legal consequences, and does not impose financial obligations on the Parties.

6.2. Changes and additions to the Agreement shall be valid only if they are in writing and signed by authorised representatives of both Parties.

6.3. This Agreement is compiled in two original copies, one for each Party. Both copies have equal legal force.

AGREED by the Parties through their authorised signatories:

|  |  |
| --- | --- |
| For and on behalf of | For and on behalf of |
| Kazakh National Research Technical University named after K.I. Satpayev  Address: 22 Satpayev Str., Almaty, Republic of Kazakhstan, 050013  Tel.: +7(727) 257 70 01  Fax.: +7(727) 292 60 25  Email: [allnt@ntu.kz](mailto:allnt@ntu.kz) | […]  Address:  Tel.:  Fax.:  Email: |
| Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |