



**AGREEMENT FOR ACADEMIC EXCHANGE
AND CO-OPERATION**

BETWEEN

**ALTINBAŞ UNIVERSITY
(TÜRKİYE)**

AND

**NON-PROFIT JOINT-STOCK COMPANY “ZHETYSU UNIVERSITY NAMED
AFTER ILYAS ZHANSUGUROV”
(REPUBLIC OF KAZAKHSTAN)**

AGREEMENT

BETWEEN ALTINBAŞ UNIVERSITY, a body found, pursuant to Law Number 2547 of Higher Education and the related regulation provisions, by Mehmet Altinbas Education and Culture Foundation in Istanbul. ("AU")

AND NON-PROFIT JOINT STOCK COMPANY "ZHETYSU UNIVERISTY NAMED AFTER ILYAS ZHANSUGUROV" (ZU) (License to engage in educational activities, license number KZ36LAA000I8662 dated 08/24/2020, Certificate of Institutional accreditation IA-A No. 0101 dated April 22, 2019)

1. OBJECTIVES

- 1.1. The objective of this Agreement is to promote joint education and research by the exchange of students and staff.

2. STUDENT EXCHANGES

- 2.1. The parties agree to exchange 5 students per year in either direction. The number of exchange students is to be balanced over the next 4 years. Should either partner need to increase the number, having met the balance, this is to be agreed between the parties in writing no later than the end of January of the preceding academic year. The parties will nominate applicants for the student exchange program.

The registration forms and official documents must be submitted to the partner institution in a timely fashion. Students from AU will send application materials by March 15 for the fall semester and October 15 for the spring semester. The deadlines for AU are July 15 for the fall semester and December 15 for the spring semester.

- 2.2. At AU student exchanges will be administered through the Erasmus Exchange Office. At ZU Erasmus Exchange Office will oversee the exchange.

- 2.3. The parties agree:

- 2.3.1. That the selection criteria for exchange students, including academic qualifications and language ability, will be determined by the parties;
- 2.3.2. That the home institution will be responsible for the selection of exchange students and that the host institution reserves the right to accept or refuse admission to selected students;
- 2.3.3. That the host institution will forward to the other institution formal advice of students who have been accepted and who will be admitted by the host institution;
- 2.3.4. To foster student exchange by exempting exchange students from application fees, admission fees, and tuition fees at the host institution. The exchange



students will be responsible for all other fees and costs associated with their exchange;

2.3.5. That exchange students will be enrolled as full-time non-degree students at the host institution and that they will be given identification cards and will have the same access to the facilities of the host institution as enjoyed by students of the host institution;

2.3.6. That the host institution will furnish a written record of the student's academic accomplishments; the home institution will evaluate coursework at the host institution and will recognize an exchange student's academic achievements at the host institution according to the home institution's statutes, regulations and procedures;

2.3.7. That the host institution will assist exchange students to find suitable accommodation and that the cost of accommodation will be met by the exchange students;

2.3.8. That any extension of a student exchange must be approved by both parties and must not exceed a period of 12 months;

2.3.9. That exchange students must abide by all statutes, rules and regulations of the host institution for the duration of the exchange;

2.3.10. That Intellectual Property rights in material produced or created by an exchange student, including the right to publish, will be retained by the exchange student unless varied by written agreement between the student and both institutions prior to the exchange.

3. COSTS AND RESPONSIBILITIES

3.1. Each party undertakes to inform exchange students that they will be personally responsible for:

3.1.1. all travel expenses;

3.1.2. insurance, including medical, accident and travel insurance;

3.1.3. accommodation and living expenses;

3.1.4. applying for and obtaining appropriate visas and travel documentation;

3.1.5. purchasing textbooks; and

3.1.6. all other debts incurred by the student during the exchange.

4. STAFF EXCHANGES

4.1. The parties agree that staff exchanges may be negotiated by interested faculties within



AU and ZU. The conditions of any staff exchanges will be agreed in writing between the parties prior to the staff exchange commencing.

5. TERM OF AGREEMENT

- 5.1. This Agreement will come into effect on the date it is made and will continue until 31 December of the fifth year from the date of signing. This Agreement may be varied or renewed with the written agreement of both parties.
- 5.2. A party may terminate this Agreement for convenience and at any time and for any reason by giving six months' notice in writing to the other party.
- 5.3. A party may by written notice immediately terminate this Agreement if the other party is in breach of any terms of this Agreement and the breach is not remedied within sixty days of a notice from the complaining party specifying the breach and requiring its remedy.
- 5.4. If this Agreement is terminated under clause 5.2 or 5.3, any exchange student who has commenced a course of study at the host institution prior to the date of service of the termination notice may complete that course of study in accordance with the terms of this Agreement.

6. PRIVACY

- 6.1. Both parties agree that any personal information shared about students in pursuant to this Agreement shall be kept confidential and are not disclosed to any person other than the University and the Authorized Officer except where required by law or with the University's consent.
- 6.2. Both Parties agree to keep all records and other information in a secure location so that no unauthorized person is able to gain access to them.

7. INDEMNITY

- 7.1. Each party ("the indemnitor") hereby indemnifies and agrees to keep indemnified the other party and its employees and contractors ("the indemnitee") from and against any and all liability, loss, harm, damage, costs or expenses (including legal fees) howsoever arising which the indemnitee may suffer, incur or sustain as a result of any breach, unlawful act, willful misconduct or negligence of the indemnitor or any of its employees or contractors arising out of or in connection with the relationship established under this Agreement except to the extent that the liability, loss, harm, damage, cost or expense arises from the indemnitee's unlawful act, willful misconduct, negligence or breach. The indemnity given under this clause shall survive the termination of this Agreement.
- 7.2. Nothing in this Agreement shall require a party to indemnify another party for the



actions of its students whilst at the host institution.

8. RELATIONSHIP OF PARTIES

- 8.1. Notwithstanding anything in this Agreement, a party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other party from time to time.

9. FORCE MAJEURE

- 9.1. If a party becomes unable, wholly or in part, due to Force Majeure, to carry out any of its duties or obligations under this Agreement:

- 9.1.1. It must give the other parties prompt written notice of:

9.1.1.1. detailed particulars of the Force Majeure;

9.1.1.2. so far as is known, the probable extent to which it will be unable to perform or will be delayed in performing the duty or obligation;

9.1.2. the relevant duty or obligation, so far as it is affected by the Force Majeure, will be suspended during the continuance of the Force Majeure; and

9.1.3. It must use all reasonable efforts to alleviate the effects of the Force Majeure as quickly as possible.

9.1.4. No party will be liable for any breach or non-performance of its obligations under this Agreement on account of Force Majeure.

- 9.2. In this clause "Force Majeure" means any act, event, circumstance or cause which is beyond the reasonable control of the parties and which results in a party being unable to observe or perform on time an obligation to be observed or performed by it under this Agreement including, but not limited to:

9.2.1. act of God, peril of the sea, accident of navigation, war, terrorism, sabotage, riot, insurrection, revolution, political movement, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning strikes, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labor difficulty (whether or not involving employees of the party concerned), blockage of any access to any port or airport of transport terminal, epidemic, quarantine, radiation, radioactive contamination and any natural disaster;

9.2.2. travel advice issued by the World Health Organization or Ministry of Foreign

Affairs of the Republic of Kazakhstan or Turkish State Department recommending against travel to the host country; or

- 9.2.3. action or inaction of a government or governmental or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order.

10. GENERAL

- 10.1. Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.
- 10.2. Neither party to this Agreement shall assign or purport to assign any right under this Agreement without the prior written approval of the other party.
- 10.3. All notices required to be given under this Agreement shall be in writing sent to the contact officer of the other party. Any notice may be delivered by post or facsimile and shall be deemed to have been served by post eight days after posting and by facsimile on the day of transmission provided that the sender receives an "ok" (or any other relevant code) in respect of the transmission.
- 10.4. This Agreement shall be construed and governed in accordance with the laws of both Türkiye and Republic of Kazakhstan.

11. GENDER EQUALITY, DIVERSITY AND INCLUSION

- 11.1. According to Article 10 of the Republic of Türkiye's Constitution, "Everyone is equal before the law, regardless of language, race, color, gender, political opinion, philosophical belief, religion, or sect." (Additional paragraph of Law No. 5170 of May 7, 2004) and Article 6 of Altınbaş University Constitution dated May 2016 "Respect for all kinds of differences such as ethnic origin, belief, political opinion, age, disability, gender, sexual orientation is the basis of equality and discrimination is not tolerated." the Republic of Türkiye and Altınbaş University guarantee equality before the law.

Additionally, gender equality will be protected by the Altınbaş University Gender Equality Action Plan, which was developed to promote gender equality under the guidance of the Council of Europe and adopted by the university senate on January 13, 2023.

(Please find The Action Plan and special units on <https://tokamer.altinbas.edu.tr/>.)

11.2. Institutions that have signed this agreement declare that the constitution and action plans outlined above guarantee the rights of outgoing and incoming students.

12. Read and ratified in all its parts, signed at the bottom and in the margin of each of the pages by which they intervene.

EXECUTED BY THE PARTIES ON

Signed for and on behalf of

ALTINBAŞ UNIVERSITY

by its authorized officer

Prof. Dr. Cagri ERHAN

Signature:

Date

Place:

30.11.2023

İstanbul

Signed for and on behalf of

**NON PROFIT JOINT STOCK
COMPANY "ZHETYSU UNIVERSITY
NAMED AFTER I.ZHANSUGUROV"**

by its authorized officer

Prof. Dr. Kuat Baimyrzayev,
Chairman of the Board - Rector

Signature:

Date 24.11.2023

Place: Taldykorgan