AGREEMENT

on opening of a branch of Marche Polytechnic University (Italy) on the base of Zhetysu University named after I. Zhansugurov in the city of Taldykorgan (Republic of Kazakhstan)

The city of Astana **September 25th, 2024**

Marche Polytechnic University, Zhetysu University named after I. Zhansugurov herein referred as

"Parties", individually referred as «Party A», «Party B»,

based on the Memorandum of cooperation between Marche Polytechnic University (UNIVPM) and Zhetysu University (ZU) named after I. Zhansugurov from 11 October 2023,

taking into account Agreement on the development and implementation of a double diploma in the educational program (EP) of ZU - 6B081 "Agronomy" in the field of education 6B08 "Agriculture and bioresources" and UNIVPM diploma program of the first cycle – Bachelor's degree in "Agricultural sciences and technologies" L 25,

striving to develop and strengthen mutually beneficial cooperation in the field of higher education and science between the Italian Republic and theRepublic of Kazakhstan,

convinced, that cooperation in the field of higher education and science contributes to deepening ties and better mutual understanding, in accordance with the legislation of the states of the Parties, they came to an agreement on the opening of a branch of the Polytechnic University of Marche (Italian Republic) in Taldykorgan on the basis of University named after I.Zhansugurov (Republic of Kazakhstan) (hereinafter – the branch).

1. THE SUBJECT OF THE AGREEMENT

1.1. The parties agreed to open a branch in Taldykorgan on the base of Zhetysu Univeristy named after I.Zhansugurov (Republic of Kazakhstan). The main subject of the branch's activity is the provision of educational services in the field of higher and (or) postgraduate education and engaging in scientific and (or) scientific and technical activities.

1.2. The branch carries out educational activities based on the jointly developed double degree programs of Parties A and B.

1.3. The financing of the branch is carried out at the expense of funds received within the framework of the state educational order of the Republic of Kazakhstan (in coordination with the Ministry of Science and Higher Educationof the Republic of Kazakhstan, the Local Executive Body), and other sources not prohibited by the legislation of the Republic of Kazakhstan.

1.4. The providing of the material and technical base of the branch is carried out at the expense of the material and technical base of the non-profit joint-stock company of party B and other sources not prohibited by the legislation of the Republic of Kazakhstan.

1.5. The procedure for organizing educational activities, admission to study and quality management of education is regulated by the internal documents of the branch.

1.6. The educational activities of the branch are subject to the procedure of periodic state control in accordance with the national legislations of the Parties.

1.7. This agreement defines the main activities of the branch, as well as the responsibilities of the Parties.

1.8. Licensing and registration of the branch is carried out in accordance with the legislation of the Republic of Kazakhstan.

1.9. The branch is established, operated and liquidated in accordance with the legislation of Parties A and B and this agreement.

2. DIRECTIONS OF INTERACTION BETWEEN THE PARTIES

2.1 Providing promotion and information of services in the field of higher and (or) postgraduate education, particularly on Double Degree Program

2.2 Conducting joint scientific and (or) scientific and technical activities.

3. OBLIGATIONS OF THE PARTIES

3.1. The Parties are obliged to:

- carry out the educational process in accordance with the terms of this agreement and in accordance with the requirements of the State Mandatory Standard of Higher Education of the Republic of Kazakhstan and the State educational standards of higher education of the Italian

Republic and to determine the amount of academic load and the mode of study of the student in accordance with existing standards.

- ensure free access and use of information resources of their libraries, textbooks, educational and methodical complexes and teaching aids, computer equipment in accordance with the procedure established by local regulatory documents of the Parties.

- organize the passage of professional practice by students in accordance with the integrated curriculum.

- familiarize students with the charter, license for educational activities, internal regulations and other regulatory documents regulating the organization and implementation of the educational process at the university.

- provide students with respect for human dignity, protection from all forms of physical and mental violence, personal insults, to create healthy, safe learning conditions

- comply with the terms of this agreement.

3.1. Obligations of the Parties A, B

All Parties have, but are not limited to, the following rights and obligations.

3.1. Rights and obligations of Party A

3.1.1 To be responsible for reporting on the work of the branch on yearlybasis;

3.1.2 To be responsible for the selection of teaching staff to participate in the development of activities established in the Double Degree Agreement;

3.1.3 To provide promotional/information services to students participating in the Double Degree Program.

3.2 Rights and obligations of Party B

3.2.1 To be responsible for reporting on the work of the branch to the Ministry of Science and Higher Education of the Republic of Kazakhstan.

3.2.2 To be responsible for submitting applications for the unified higher education platform, approving and organizing the work of a branch of an educational institution in the state educational authorities of the Republic of Kazakhstan.

3.2.3. To facilitate the establishment of a branch by Party B, appoint special staff to implement and carry out relevant work issues.

3.2.4. To provide educational, practical and residential facilities for students during their studies with party B.

3.2.5. To carry out the recruitment and admission of students, registrationof students and regular management.

3.2.6. To provide educational, office and residential premises for students, and the teaching staff of Party A for the duration of their teaching in Kazakhstan on the campus of Party B, as well as to assist the teaching staff of Party A in organizing teaching and management work free of charge for the period of this Agreement, except for covering expenses related to the operation of engineering communications (electricity, heat supply, water supply, sewerage) and the maintenance of educational and auxiliary facilities.

3.2.7. Educational facilities will be shared by Parties A, B. The costs associated with the operation of engineering communications (electricity, heat supply, water supply, sewerage) and the maintenance of educational and auxiliary facilities are borne by Party B.

4. EDUCATIONAL PROGRAMS AND ORGANIZATION OF THE EDUCATIONAL PROCESS OF THE BRANCH

4.1 Admission procedure and final certification for students are regulated by executive agreements which will be signed for specific purposes, starting from the Double Degree Agreement, signed by the Parties in April 2024;

4.2 The branch will provide promotional/information services on the Degree Programs available at Party A.

5. BRANCH MANAGEMENT

5.1. The branch, located on the territory of the Republic of Kazakhstan in the city of Taldykorgan on the base of Zhetysu university named after I.Zhansugurov, operates on the basis of its Regulations on the activities of the branch.

5.2. The management of the branch is carried out by an executive officer appointed on the recommendation of the Party A

5.3 The officer will be employed by Party B and the cost will be borne by Part B, in coordination with the Ministry of Science and Higher Education of the Republic of Kazakhstan

5.4. In order to solve urgent tasks for the development of the branch, to help ensure the competitiveness of educational services and scientific research, a Board of Trustees is being created, as a strategic branch management body of the branch, acting on the principles of voluntariness, equality, transparency and collegiality.

The Board of Trustees is composed by 3 members: every Part will appoint 1 member. Decisions are taken unanimously.

The main functions of the Board of Trustees are:

- determining the priorities of the branch's activities;
- development of a branch development strategy;
- control over the implementation of the strategy;
- solving strategic issues;
- conflict resolution.

6. FINANCING OF THE BRANCH'S ACTIVITIES

6.1. Financing of the branch's activities is carried out at the expense of funds received for the provision of educational services received within the framework of the state educational order of the Republic of Kazakhstan (in coordination with the Ministry of Science and Higher Education of the Republic of Kazakhstan, the Local Executive Body), as well as on a fee-and-contract basis, income from economic activities and the provision of services on a contractual basis, charitable donations from business structures and individuals, technical assistance funds (grants) provided by interested organizations, as well as funds, coming from other sources not prohibited by law.

6.2. The branch annually allocates educational grants at least 5 percent of the total number of places for students from among the citizens of the Republic of Kazakhstan in need of social protection at its own expense.

6.3. The costs of servicing the building occupied by the branch will be covered at the expense of the branch's own funds.

6.4 Party A is exempted from bearing any cost of the branch, both in the activation phase and in the full operational phase.

7. FORCE MAJEURE

7.1. The Parties are released from fulfilling their obligations under this Agreement in the event of force majeure.

7.2. Force majeure means the occurrence of such circumstances in which the Parties acting with reasonable care, for reasons beyond their control, cannot fulfill their obligations properly, in particular, such circumstances include military operations, natural disasters, and others that make it impossible to properly fulfill obligations under this Agreement.

8. DISPUTE RESOLUTION

Disagreements arising in connection with the interpretation or application of the provisions of this Agreement shall be resolved through consultations or negotiations between the Parties in accordance with the legislation of the Republic of Kazakhstan and the Italian Republic.

9. MAKING CHANGES TO THE AGREEMENT/AGREEMENT

This Agreement may be amended and supplemented by agreement of the Parties. All amendments and additions to this Agreement are valid only if they are made in writing and signed by the Parties.

10. ENTRY INTO FORCE AND DURATION OF THE AGREEMENT/AGREEMENT

10.1. This Agreement is legally binding and is subject to mandatory execution. The Agreement enters into force from the date of its signing and will be valid for five (5) years, on the understanding that it can be terminated by either Party by sending written notification to the other Party six (6) months before its termination. At the same time, in order to protect the rights of students of the branch, the Parties undertake to fully implement the study program for students, according to the contingent on the date of termination of the contract, and support is provided for transfer to other higher educational institutions to continue their studies.

10.2. The Agreement may be extended by mutual agreement of the Parties.

11. THE FINAL PROVISION

11.1. The Parties undertake to notify each other of all changes in bank details, addresses and the change of the managing position, who has the right to sign all documents accompanying the cooperation of the Parties, no later than 3 (three) business days from the date of such changes. Otherwise, the fulfillment of obligations under the previous details is considered proper fulfillment.

11.2. All amendments and additions to the agreement are valid if they are made in writing and signed by authorized representatives of the

Parties.

11.3. Neither Party has the right to transfer its rights and obligations under the agreement to third parties without the written consent of the other Party.

11.4. Any legal relations arising between the Parties that are not provided for in the text of the agreement are stipulated in the relevant additional agreements to the agreement.

11.5. The Agreement is written in two copies in English, Italian and Kazakh languages, having equal legal force, one copy for each of the Parties. In case of different interpretation of the norms of the agreement in English, Italian and Kazakh languages, the interpretation of the agreement written in English has the advantage.

11.6. In all other matters that are not provided for in this agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan and the Italian Republic.

11.7. The Parties can promote double-degree education programs, including in the course of career guidance work on mutual recruitment of students to educational program within the framework of this agreement The use of the logo and name of the Parties must comply with the provisions of eachparty's regulation.

12. SIGNATURE OF PARTIES

Rector and Legal representative of the Polytechnic University of Marche Professor Gian Luca Gregori 25.09.2024 Date	Chairman of the Board – Rector of Zhetysu University named after I. Zhansugurov Yermek Buribayev 25.09.2024 Date