



**MEMORANDUM OF UNDERSTANDING
BETWEEN
HATAY MUSTAFA KEMAL UNIVERSITY
AND
ZHETYSU UNIVERSITY NAMED AFTER ILYAS
ZHANSUGUROV**

2026

HATAY

MEMORANDUM OF UNDERSTANDING
BETWEEN
"HATAY MUSTAFA KEMAL UNIVERSITY"
(HATAY, REPUBLIC OF TÜRKİYE)
AND
"ZHETYSU UNIVERSITY NAMED AFTER ILYAS
ZHANSUGUROV"
(TALDYKORGAN, REPUBLIC OF KAZAKHSTAN)

This Memorandum of Understanding is concluded between Hatay Mustafa Kemal University and Zhetysu University named after Ilyas Zhansugurov, hereinafter individually referred to as a "Party" and collectively as the "Parties." The Parties will cooperate and work together for the purpose of promoting mutual understanding, leading to the strengthening of both institutions through identified development activities. The Parties agree to promote, strengthen, and enhance cooperation in the area of research, education, and faculty development.

IT'S HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – OBJECTIVE

The objective of this Memorandum of Understanding (hereinafter: MOU) is to commit both signatories to a partnership by working together on matters of common concern, thus furthering their joint interest through international academic collaboration in the areas of research, education, and faculty development based on equality and mutual benefit, acting in good faith in accordance with applicable law.

ARTICLE 2 – SCOPE OF COOPERATION

It is hereby agreed that the Parties shall cooperate on the following:

- a) exchange of students for study and research at both universities,
- b) exchange of professors, scholars, and administrators through mutual visits,
- c) exchange of information and publication on education and research,
- d) implementation of cooperative education and research.

The abovementioned activities are the mutual aims of the Parties and no direct obligations derive from them. All the detailed programs and joint activities shall be specified in separate agreement(s) prior to the commencement of the specific activity/activities.

ARTICLE 3 – IMPLEMENTATION

In order to carry out the abovementioned activities, detailed plans of the relevant technical cooperation, strategies for the interactions, and mechanisms shall be formed through consultation between the Parties and expressed in separate agreements.

ARTICLE 4 – DURATION

This MOU is valid for five years and will be active following the date of signing by the Parties.

ARTICLE 5 – FINANCIAL ARRANGEMENTS

This MOU does not impose any legal or financial obligations on either Party. The Parties agree that any specific project that may arise from this MOU shall be subject to a separate agreement, and that financial arrangements as well as the other obligations of the Parties shall be negotiated and agreed upon in advance. Accordingly, the Parties declare that they shall not provide any monetary contribution to each other, shall not request or demand any fee or consideration from one another, and that all costs and expenses related to this MOU shall be borne by the respective Parties themselves, unless otherwise agreed in a subsequent specific agreement. The specific details regarding the implementation of activities shall be mutually developed for each activity or project. Both Parties may seek financial support from the relevant agencies of their respective governments and other organizations for the mutually agreed cooperative activities defined above.

ARTICLE 6 – TERMINATION

Either Party may terminate this MOU in writing by means of a certified (registered) letter of its intention upon giving to the other Party 3 (three) months' notice from receipt by the other Party, or if an earlier termination date is mutually agreed.

This MOU can be terminated at any time with immediate effect by either Party due to material breach of the other Party upon provision of written notice by means of a certified (registered) letter to the breaching Party.

Termination of this MOU does not affect the implementation of projects or programs that have been launched according to specific agreements in the framework of this MOU, unless the Parties have agreed otherwise. In the event of termination, the Parties agree to protect the interests of staff and students currently participating in collaborative programmes or initiatives and to provide all the support necessary to enable them to conclude those initiatives successfully.

ARTICLE 7 - SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation and/or implementation of this MOU shall be settled amicably in good faith through consultation or negotiation between the Parties without reference to any third party or any international tribunal.

ARTICLE 8 – CONFIDENTIALITY

Each Party shall, at all times during the term of this MOU and afterwards, keep confidential any confidential information received from the other Party. Such confidential information will not be disclosed to any person, other than employees who need to know for the purpose of performing their functions, without the consent of the owner of the confidential information. It shall not be a breach of this confidentiality provision if the receiving Party is required to disclose

the confidential information by a valid order of a court or other government body or as otherwise required by law, provided that the receiving Party shall provide prompt prior notice thereof to the disclosing Party to enable the relevant Party to seek a protective order or otherwise prevent such disclosure.

The data and reports obtained during the implementation of the joint projects, as well as the final results, shall be confidential, if the Parties consider it appropriate.

The Parties agree that they shall use each other's names and logos in public only with the prior written permission of the entitled Party, in the manner permitted by it.

ARTICLE 9 – RETURN OF CONFIDENTIAL INFORMATION

Upon termination of this MOU for any reason, the Parties shall return all confidential information to the owner.

ARTICLE 10 – COOPERATIVE RESEARCH AND INTELLECTUAL PROPERTY

Either Party to this MOU may propose to the other specific individual research projects for collaboration. Such proposals may be made at any time, and an individual project agreement will be drafted for each research project. The protection and exploitation of any valuable intellectual property arising out of a research project will be addressed in each project agreement.

ARTICLE 11 - MODIFICATIONS AND AMENDMENTS

This MOU may be varied and/or amended by the mutual agreement of the Parties, and any such variation shall be set out in writing and signed by the Parties.

ARTICLE 12 – DATA PROTECTION

Hatay Mustafa Kemal University and Zhetysu University named after Ilyas Zhansugurov agree that the personal data of participants involved in activities under this MOU and any agreements concluded pursuant thereto shall be protected through appropriate administrative and technical safeguards. The Parties acknowledge that the personal data (including contact details) necessary for the conclusion and performance of this MOU and any agreements concluded pursuant thereto may be processed by the Parties for legitimate and lawful purposes related to the implementation of this cooperation, in accordance with the applicable data protection and privacy laws and regulations to which each Party is subject. When required, the Parties shall enter into an appropriate data processing agreement or other relevant arrangements to ensure that personal data is handled lawfully, securely, and for legitimate purposes only.

The Parties declare that they have duly informed the relevant data subjects about the processing of their personal data and about their rights in this regard, and that they are entitled to transfer such personal data to the other Party where necessary for this MOU. The Parties further acknowledge that each Party shall be responsible and liable for any breach of its respective data protection obligations.

IN WITNESS WHEREOF, the Parties hereto have signed this MOU in 2 (two) copies by their duly authorized representatives as of the date written below.

DETAILS OF THE PARTIES

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Date: 09/02/2026



Rector

Prof. Dr. Veysel EREN



Rector

Prof. Dr. Yermek Buribayev