

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF UNIVERSITY AND RESEARCH
OF THE ITALIAN REPUBLIC
AND
THE MINISTRY OF SCIENCE AND HIGHER EDUCATION
OF THE REPUBLIC OF KAZAKHSTAN
ON
COOPERATION IN THE FIELD OF HIGHER EDUCATION,
RESEARCH AND INNOVATION

The Ministry of University and Research of the Italian Republic and the Ministry of Science and Higher Education of the Republic of Kazakhstan (hereinafter individually referred to as a “Participant” and collectively as “the Participants”);

TAKING INTO ACCOUNT the Agreement on cultural and scientific cooperation between the Government of the Italian Republic and the Government of the Republic of Kazakhstan, done at Almaty on 16 September 1997;

RECOGNIZING the crucial role of higher education, research and innovation in driving sustainable development and socio-economic transformations;

TAKING INTO ACCOUNT the long-standing and positive collaboration developed over the course of the last decades;

RECOGNIZING the fundamental role of higher education, science and technology in the dialogue between Italy and Kazakhstan;

ACKNOWLEDGING the potential of cooperation in higher education, research and innovation based on the principles of mutual benefit and with the aim of strengthening knowledge and sharing applications;

CONSIDERING the shared interests and values between the two Countries in the field of higher education, research and innovation;

RECOGNIZING the need for a specific cooperation arrangement, on a technical level, to further strengthen the collaboration, the exchange of knowledge and joint applications in higher education, research and innovation on shared scientific, technological and societal challenges;

have reached the following understanding:

Article 1

Objective

This Memorandum of Understanding (hereinafter referred to as “MoU”) aims at further strengthening cooperation in higher education, research and innovation between the Participants through joint actions aimed at supporting scientific and industrial research projects, mobility of scholars and researchers and innovative infrastructures.

Article 2

Cooperation activities

The cooperation between the Participants includes the following activities:

- a) promoting the cooperation between respective national research and innovation programs, institutions and infrastructures;
- b) supporting joint research and innovation projects;
- c) promoting researchers' mobility among Italian and Kazakh universities and research institutions;
- d) fostering the establishment of co-tutored doctorates, double degrees and joint degrees;
- e) promoting joint activities in the fields of higher education, basic and applied research and innovation;
- f) supporting joint seminars, symposia and other scientific meetings.

Article 3

Areas of cooperation

The Participants will cooperate specifically, but not exclusively, in the following areas of research and innovation:

- a) geology;
- b) technological agriculture;
- c) climatology;
- d) biotechnology;
- e) decarbonization;
- f) creative industry;
- g) industrial design.

Article 4

Cooperation requirements

The cooperation activities to be carried out under this MoU will meet the following requirements:

- a) all cooperation activities will be of high scientific standard and beneficial to the advancement of science and technology of both Participants;
- b) each cooperation activity will be significant, from a scientific point of view;

- c) all cooperation activities under this MoU will be performed on the basis of mutuality and equality.

Article 5

Mobility of scholars and researchers

1. With relation to the mobility activities referred to in Article 2 Paragraph c) of this MoU, the Participants will establish an "Italy-Kazakh Mobility Academic Program" (IKMAP).
2. This program will be the subject of a specific technical Protocol between the Participants, which will define priority areas of interest having regard to available resources.

Article 6

Co-tutored doctorates

1. With reference to the activities aimed at enhancing the establishment of co-tutored doctorates referred to in Article 2 Paragraph d) of this MoU, the Participants will establish the "Italy- Kazakh Academic Program" (IKAP).
2. The establishment of the IKAP will be detailed by a specific technical Protocol between the Participants, which will define priority areas of interest, having regard to available resources.

Article 7

Other joint activities

1. Regarding the actions aimed at enhancing joint activities in research and innovation referred to in Article 2 Paragraph e) of this MoU, the Participants will strengthen the academic and scientific collaboration in terms of higher education and scientific and technological cooperation in consolidated research areas and extend to further areas of cooperation, in order to contribute to the development and deepening of joint activities including the establishment of joint research partnerships with the private sector.
2. These activities will be the subject of a specific technical Protocol between the Participants, which will define priority areas of interest having regard to available resources.

Article 8

Joint Steering Committee

1. In order to facilitate the implementation of this MoU, the Participants will establish a Joint Steering Committee.
2. The functions of the Joint Steering Committee will be:
 - a) the establishment of a working plan for the implementation of this MoU;
 - b) the formulation of policies and guidance on the objectives of this MoU;
 - c) the formulation and guidance on the scientific and technological objectives.

3. Concerning the areas of cooperation referred to in Article 3 of the present MoU, the Joint Steering Committee may propose additional priority areas of cooperation to be endorsed by the Participants by mutual consent, in accordance with the relevant laws and regulations.
4. The Joint Steering Committee will be composed of a maximum of three (3) members from each Participant. Its composition may be modified by mutual consent of the Participants.
5. Bi-annual physical or video-conference meetings of the Joint Steering Committee will take place to review the work performed and to present and report the progress achieved by the Participants.
6. The mission costs related to the Joint Steering Committee will be covered by the existing resources in the budget of each Participant. There will be no remuneration for participation in the Joint Steering Committee.

Article 9

Financial aspects and implementation

1. The activities set forth in this MoU will be implemented by the Participants according to their ordinary budget availability, without any additional cost for the State Budgets of the Italian Republic and the Republic of Kazakhstan.
2. Each Participant will bear its own costs and expenses for its participation in accordance with the national legislation of their States in activities under this MoU. The capacity of each Participant to carry out activities under this MoU will be subject to the availability of its funds, personnel and other resources.
3. Unless otherwise specifically decided by the Participants, each Participant will fund the beneficiaries of its own Country.
4. Cooperation activities involving other interested entities will not entail any exchange of funds; any entity interested in cooperation activities will bear the costs related to its own participation, subject to the availability of appropriate funds.
5. Without prejudice to the provisions of Paragraph 1 of this Article, the details concerning any future financial aspect will be subsequently defined in writing by mutual consent of the Participants.

Article 10

Intellectual Property Rights and Personal Data Protection

1. The Participants will ensure that the entities and institutions involved in cooperation activities provide adequate protection of the intellectual property rights resulting from the implementation of projects and activities within the framework of this MoU.
2. The protection of intellectual property rights will be guaranteed in accordance with the Italian and Kazakh intellectual property legislations as well as applicable international law.
3. The acknowledgment of the contribution offered by each Participant to the joint projects will be expressly mentioned in the publications deriving from the activities under the present MoU, according to the terms decided by the mutual consent of the Participants.
4. In the implementation of this MoU, no information concerning a natural person or enabling his/her identification will be transmitted to a third party or processed in a manner that is

incompatible with the purposes of this MoU without the prior written consent of the data controller who provided this information.

Article 11

Applicable law

1. This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU is to be understood and performed as a legal obligation or commitment of the Participants.
2. This MoU will be implemented in accordance with the Italian and Kazakhstan legislations as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

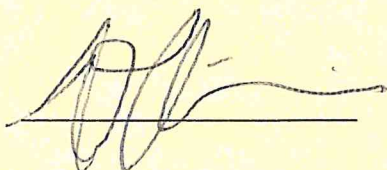
Article 12

Final provisions

1. This MoU takes effect on the date of signature, it will remain valid for three (3) years and will be automatically renewed for further periods of three (3) years.
2. Each Participant may terminate this MoU at any time by notifying the other of its intention to terminate it at least six (6) months prior to the intended date of expiration.
3. The termination will not affect the completion of the already ongoing cooperation activities, unless otherwise defined by mutual consent of the Participants.
4. The Participants may amend this MoU in writing by mutual consent.
5. Any difference in the interpretation and/or implementation of this MoU will be settled amicably through direct consultations and negotiations between the Participants.

Signed in _____ on _____ in two originals in the English language, both texts being equally authentic.

For
the Ministry of University and Research
of the Italian Republic
Anna Maria Bernini



For
the Ministry of Science and Higher Education
of the Republic of Kazakhstan
Sayasat Nurbek

