

MEMORANDUM OF UNDERSTANDING

BETWEEN

**OSH TECHNICAL UNIVERSITY NAMED AFTER
THE ACADEMICIAN M.M. ADYSHEV**

AND

HANBAT NATIONAL UNIVERSITY

PREAMBLE

Osh Technical University named after the academician M.M.Adyshev referred to as "OSHTU" and Hanbat National University hereinafter referred to as "HBNU"

RECOGNIZING the mutual interests in the fields of research, development, education, training, transfer of technology and dissemination of Knowledge on a long term non-commercial basis; and

RECOGNIZING the importance of the universities' role in the promotion of implementation collaboration, equality and increase contribution to the development of society; and,

CONSIDERING the already existing formal and informal networks between departments of the two universities expressing the idea of partnership.

NOW, THEREFORE OSHTU and HBNU,,

HEREBY do agree to enter into this Memorandum of Understanding on Cooperation between the two Institutions, which shall encompass all faculties, institutes and centres, the administration and the university libraries that may enhance the resource base at both universities according to the terms and conditions set out in the articles following herein under.

In this Memorandum, unless a contrary intention is expressed in the text, the words "The two institutions", 'Collaborating institutions', 'both universities', and 'the two universities' refer to OSHTU and HBNU, 'The Memorandum 'means' this Memorandum.

ARTICLE 1

AREAS OF COOPERATION

The cooperation will take the form of:

- 1.1 Exchange of undergraduate and postgraduate students
- 1.2 Exchange of staff, sabbaticals
- 1.3 Joint research projects
- 1.4 Mutual assistance in the establishment of new programmes
- 1.5 Exchange of information and publications
- 1.6 Organisation of conferences and workshops
- 1.7 Access to scientific and analytical facilities
- 1.8 Any other relevant field

ARTICLE 2

FIELD OF COLLABORATION

- 2.1 Collaboration between the two institutions shall be established within any field of common interest
- 2.2 Depending on financial means and practical feasibility, the parties shall establish joint research and educational projects and programmes. For each programme, the two universities shall set up a committee and appoint a coordinator to be responsible to the relevant university authorities for reporting on the project status at least once a year.
- 2.3 Where one collaborating institution does not have the capacity to cover a field of interest requested by the other, the requested institution shall facilitate such a request by identifying another institution in the relevant home country or region to the requesting party.
- 2.4 The different facilities, departments and scientific centres in both universities are encouraged to initiate additional mutual agreements to achieve the aims of this general umbrella Memorandum. Any additional agreements are to be signed by the relevant authorized parties.
- 2.5 The mode of ownership of research materials and research findings shall be spelt out clearly in the research agreement for each joint research project according to the established regulations of the two institutions.

ARTICLE 3

EXCHANGE OF STUDENTS

- 3.1 The Universities shall, upon mutual agreement, accept a limited number of exchange students annually on a reciprocal basis (undergraduate).
- 3.2 Exchange students from either university, who wish to undertake a short term non-degree programme or field/research work at the other university, will be assisted by the host institution in getting authorization, accommodation, transportation, work place, library and laboratory facilities, provided the programme is accepted by the home institution and by at least one supervisor from each institution.
- 3.3 Both institutions shall offer tuition fee waivers. However, for each student there should be arrangements for funding to meet costs of accommodation, air and local transportation, medical insurance, daily subsistence and books.
- 3.4 Both parties will assist visiting students in securing relevant residence and research permits and the necessary supervision during their stay in Kyrgyz or Korea.

ARTICLE 4

EXCHANGE OF STAFF

- 4.1 The purpose of exchange of staff shall be teaching, research and supervision/examination.
- 4.2 Following receipt of written credentials and proposed activities, either party may submit a letter of invitation to the other party thereto outlining the proposed terms and condition under which the visit is to take place.
- 4.3 Negotiations between the parties concerning such proposed visits shall include consideration of the methods and sources of funding for the expenses of the visiting staff member or members.

ARTICLE 5

TRAINING AND EXCHANGE OF ADMINISTRATIVE AND TECHNICAL STAFF

- 5.1 The universities shall, upon mutual agreement, offer training opportunities to administrative and technical staff on a reciprocal basis or otherwise.
- 5.2 Where such training opportunities are offered, the provisions of sub-article 3.3 of Article 3 shall apply.

ARTICLE 6

FUNDING AND FINANCE

- 6.1 Exchange or visits under this Memorandum will, in principle, be organized reciprocal on an honorary basis.
- 6.2 Development of joint activities will be dependent on the availability of funds.
- 6.3 Both institutions shall also endeavor to secure financial support from national and international institutions for implementation of the Memorandum.
- 6.4 Financial arrangements will have to be negotiated for each specific project or programme.

ARTICLE 7

MANAGEMENT AND ADMINISTRATION

- 7.1 Negotiation, implementation, managing and reporting on the progress concerning the collaboration shall be coordinated by:

Kyrgyzstan. Osh city Str. Isanova 81

Attn: Prof. Kim Bugil
Tel: +996 777583950
Fax:
Email:tbtex6743@gmail.com

Director, Office of International Affairs
125 Dongseodaero, Yuseong-gu, Daejeon,
South Korea
Zip code: 305-719
Attn: Prof. KWON Ki-Soek
Tel: +82 42 821 1396
Fax: +82 42 831 1566
Email: seon@hanbat.ac.kr

- 7.2 Coordination of activities issues about specific activities, including rights and obligations of each party, shall be notified or communicated to the offices mentioned in sub-article 7.1 above.
- 7.3 This Memorandum shall be valid for a period of five (5) years renewable for a further five (5) years unless either party gives notice of termination not later than six months prior to the expiry of the existing Memorandum.
- 7.4 After five years from the date of signing, a general assessment shall be made by a Committee to be appointed by the parties with equal representation.
- 7.5 Renewal of the agreement shall be affected through exchange of letter of intent within six months prior to the expiry of the existing Memorandum.
- 7.6 Any alteration of the Memorandum shall be agreed upon jointly by the two parties and submitted in accordance with the same procedure as the original Memorandum and shall be expressed in writing.
- 7.7 This Memorandum shall take effect upon ratification by signature by the Rector of Osh Technical University named after the academician M.M. Adyshev and the President of the Hanbat National University.
- 7.8 This Memorandum is made in two equally authentic copies, i.e. one for each of the signing parties as follows.

**Students and Staff Exchange Agreement Appendix
to the Memorandum of Understanding
between**

Osh Technological University

and

Hanbat National University

Preamble:

Based on the principles of equality and reciprocity, Osh Technological University, hereinafter refer to as "OSHTU" and Hanbat National University, hereinafter referred to as "HBNU" agree to the following terms and conditions within the intention of enhancing the longstanding relationships between the two institutions and mutually striving to promote academic and research exchange activities:

Article 1. Definition:

"Home Institution" means the institution where the student originally enrolled.

"Host Institution" means the institution, which has agreed to receive students from the Home Institution.

"Exchange Student" means an undergraduate student for whom reciprocal obligations exist for the Home Institution to accept for enrollment of such student as non-degree seeking student from the Host Institution.

"Exchange Staff" means faculty members such as professors, lecturers, researchers, technical staff, and administrative officers belonging to the Home Institution.

Article 2. Student Exchange:

2-1. Balance of Exchanges:

Both institutions shall make reasonable effort to balance the numbers of Exchange Students participating from each institution by the end of the five (5) year term of this Agreement and may vary in any given year.

2-2. Duration of Exchanges:

The period of stay of each Exchange Student at the Host Institution shall not exceed one (1) academic year.

2-3. Number of Exchange Students:

The number of Exchange Students basically shall not exceed ten (10) students per institution per academic year. However, according to the mutual agreement or consultation, the number of exchange student can be negotiable. Both institutions shall make reasonable effort to keep the numbers sent from each institution to be reciprocal and equal. Two (2) Exchange Students enrolling for one (1) semester or less shall be deemed equivalent to one (1) Exchange Student enrolling for one (1) academic year. However, the Host Institution may exercise its discretion in considering the appropriate timing for admission of Exchange Students to its courses or research works.

2-4. Selection of Exchange Students at the Home Institution:

The Home Institution shall be responsible for selecting candidates for Exchange Students. Exchange Students shall be full-time students at the Home Institution.

2-5. Admission Procedures:

The Home Institution shall send a list of the Exchange Students nominated, their applications, and other documents required to the Host Institution by the deadline set forth each year by the Host Institution. The Host Institution shall have the right to make the final decision on the admission of each candidate based on its admission policies, rules and regulations set forth officially. The Host Institution shall inform the Home Institution of its final decision on each proposed admission as soon as possible.

2-6. Tuition fees:

Exchange Students shall pay normal tuition and other fees to the Home Institution in accordance with the rules and regulations of the Home Institution. Each Host Institution shall waive tuition fees for Exchange Students, except for special courses including intensive language courses and summer / spring programs.

2-7. Use of Facilities and Services:

Host Institution shall grant Exchange Students access to its facilities and services normally available to its own students.

2-8. Financial Responsibility of Exchange Student:

Exchange Students or the Home Institution shall be responsible for room, board, books, travelling, health insurance and liability insurance, medical treatment, passports, visas, and other personal living expenses unless otherwise funded by specific programs.

2-9. Transfer of Credits:

It shall be the sole responsibility of the Home institution to recognize how many transfer credit units the Exchange Student may receive for the courses or research works taken at the Host Institution. Upon request from the Home Institution, the Host Institution shall send necessary documents including an official academic transcript or an official certificate of the Exchange Student for the Home Institution to transfer the credits.

Article 3. Staff Exchange:

3-1. Duration of Staff Exchange:

Each institution shall consult on a regular basis, the possibility of Staff Exchange in areas of education, research or administration. The period of exchange shall be discussed and agreed by the both institutions.

3-2. Selection of Exchange Staff:

Each institution shall ensure that the selected staff meets the appropriate works requirements as determined and agreed upon by the both institutions. It is also agreed that the intended exchange must be made known to the Host Institution at least three (3) months in advance with required documents.

3-3. Salaries and Expenses:

Exchange Staff or the Home Institution shall be basically responsible for room, board, travelling, health insurance and liability insurance, medical treatment, passports, visas, and other personal living expenses unless otherwise funded by specific programs or supported with the authorization under the rules and

regulations of Host Institution. Salaries shall be responsible for Home Institution.

3-4. Number of Staff Exchange:

Both institutions shall make reasonable effort to keep the numbers of Exchange Staff from each institution to be reciprocal and equal.

3-5. Access to Special Facilities and Area:

Exchange Staff shall have no right, unless advance understanding and permission are made in writing between the both institutions to access to special facilities and area including laboratories and equipment designated as special facilities and area at Host Institution.

Article 4. General:

4-1. Assistance with Visa Applications and Accommodations:

The Host Institution shall provide Exchange Students or Exchange Staff with the necessary information of visas and relevant documents and all other assistance for visa applications whereas it shall be the sole responsibility of the Exchange Student or the Exchange Staff to complete the procedures.

The Host Institution shall make every reasonable effort to assist Exchange Students or Exchange Staff from the Home institution in finding adequate accommodations on / near its campuses. Should such accommodations not be available, the Host institution shall assist the students or the staff in finding suitable alternative accommodations.

4-2. Obligation of the Exchange Student and the Exchange Staff

Exchange Students or Exchange Staff shall observe the rules and regulations set forth by the Host institution as well as the immigration laws, civil laws, criminal laws, and the regulations of the Host country. Exchange Students or Exchange Staff shall have health insurance and liability insurance as designated by the Host institution. Each institution reserves the right to expel any Exchange Student or Exchange Staff at any time for academic or personal misconduct in violation of the rules and regulations of its institution. Such expulsion shall first be discussed and agreed upon by the both institutions. Upon completion of the exchange at the Host institution, the Exchange Student or the Exchange Staff shall return to the Home country without any delay or fail. No extension of stay shall be permitted without explicit authorization of the both institution.

4-3. Data Protection:

Both institutions shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement. Both institutions shall ensure that personal information is not used to any other purposes than that for which it is collected.

4-4. Intellectual Property Rights:

This Agreement shall not be constructed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.

4-5. Dispute Resolution:

Should any doubt or dispute arise from the interpretation or implementation of this agreement, the Parties will strive to achieve a solution by mutual consent.

4-6. Force Majeure:

Neither institution shall be liable for any failure or delay to perform its part of this Agreement when such failure or delay are due to Act of God, war, armed conflict, civil disturbance, riots, legal restrictions, insurrections, strikes, natural disasters, pandemic disease or any cause beyond the control of the institutions; provided that a written notice of the commencement and cessation of the circumstances excusing performance shall be as quickly as possible.

4-7. Term and Renewal:

This Agreement shall be effective upon the authorized signatures of the both institutions and thereafter for 5 (five) years. The possibility and the terms of a renewal of this Agreement shall be discussed by the representatives of two institutions no less than six (6) months prior to the expiry date of the effective Agreement.

4-8. Revision and Termination:

This Agreement may be revised at any time by mutual agreement in writing by the both institutions, and may be terminated at any time in writing or by six (6) month-notice in writing by either institution to the other.

4-9. Validity of the Exchange:

Notwithstanding the expiration of the term hereof or early termination of this Agreement as provided herein, both institutions shall continue to perform their respective responsibilities specified in this Agreement until such Exchange Students/staff complete their exchange period.

4-10. Controlling Language:

This Agreement is made and duplicated in English and each institution shall retain one (1) original signed copy. Any translation in any other language shall be for reference only and shall not be binding. This Agreement will be effective upon signatures of both institutions

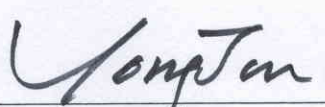
IN WITNESS WHEREOF, the institutions hereto have caused this Agreement to be executed by their duly authorized representative as of the date signed below.

On behalf of OSHTU

On behalf of HBNU



Tursunbaev Zhanbolot Janyshovich
Rector
Office of the Rector
Osh Technological University



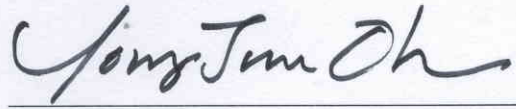
Dr. OH Yong-Jun
President
Office of the President
Hanbat National University

On behalf of OSHTU

On behalf of HBNU



Tursunbaev Zhanbolot Janyshovich
Rector
Office of the Rector
Osh Technological University



Oh Yong-Jun
President
Office of the President
Hanbat National University

14.04.2023

Date

14/04/2023

Date