



# FRAMEWORK COOPERATION AGREEMENT BETWEEN OSH TECHNOLOGICAL UNIVERSITY (OSH, KYRGYZSTAN) AND

## HARBIN ENGINEERING UNIVERSITY (HARBIN, CHINA)

Recognizing the mutual benefits of bilateral cooperation, Harbin Engineering University, represented by Rector SONG Yingdong, on the one hand, and Osh Technological University, represented by Rector Zhanbolot Tursunbaev, on the other hand, hereinafter collectively referred to as the "Parties" and individually as a "Party", hereby enter into this Framework Cooperation Agreement (hereinafter referred to as the "Agreement") and agree as follows:

## Article 1

Subject

1.1. This Agreement shall serve as a Framework Cooperation Agreement between the Parties with respect to cooperation priorities and shall not be construed as a preliminary contract, agency agreement, or joint venture agreement.

1.2. This Agreement and any acts performed in relation herewith shall not affect the right of the Parties to independently perform acts set forth herein, as well as to enter into third party cooperation agreements or other contracts, unless otherwise expressly provided by the Agreement.

#### Article 2

### **Cooperation Priorities**

2.1. The cooperation priorities of the Parties hereunder shall be set forth in line with Article 3 hereof. The Parties may determine the list of Cooperation Priorities through mutual discussion and understanding which shall be put in writing as a sub-agreement signed by both the parties. Such 中国哈尔滨工程大学

与

## 吉尔吉斯斯坦奥什工业大学

## 框架合作协议

鉴于合作的互利性,双方联合签订本框架合作协议(以下简称协议)。一方为中国 哈尔滨工程大学(以下简称哈工程),校方 代表为校长宋迎东教授。另一方为吉尔吉斯 斯坦奥什工业大学(以下简称 OshTU),校 方代表为校长 Zhanbolot Tursunbaev 教授。 以下合称"双方",单称"一方",具体协议如 下:

#### 一、协议主题

1.1. 本协议应作为双方关于合作重点的 谅解备忘录,不应被视为初步合同、代理合 同或简单的合伙(合资)合同。

1.2. 本协议及相关行为不得影响双方独 立执行本协议中规定的行为的权利,也不影 响双方与第三方签订合作协议或其他合同的 权利,除非本协议中另有明确规定。

## 二、合作重点

2.1. 双方的合作重点应符合本协议第三 条之规定。双方可通过共同讨论和相互理解 确定合作重点清单,由双方签署书面材料 后,作为附加协议。此类附加协议与本协议 具有同样效力。



sub-agreement shall be read in conjunction with this Agreement.

#### Article 3

#### **Forms of Cooperation**

3.1. The Parties may establish cooperation relations hereunder with respect to the Cooperation Priorities in the forms agreed upon by the Parties, including the following:

3.1.1. Sharing information (info requests, letters, messages, and documents) on the issues relating to the Parties' performance in the field of the Cooperation Priorities of mutual interest, including procedure of interaction between the Parties hereunder.

3.1.2. Using available facilities and resources of the Parties in the course of implementation of joint projects under the procedure set in a separate contract between the Parties;

3.1.3. Creating designated joint working groups, temporary research and other teams in areas of cooperation;

3.1.4. Organizing and holding joint events in the form of seminars, conferences, forums, round tables, trainings, working meetings, and in other forms complying with the subject hereof with the participation of representatives of the Parties, to be focused on the Cooperation Priorities;

3.1.5. Cooperating in other forms agreed upon by the Parties in the annexes hereto.

3.2. The Parties cooperation, including on the issues specified in the Agreement clauses 3.1.1. - 3.1.5., is carried out within separate agreements and contracts as agreed in the clause 9.1. hereof.

#### Article 4

#### **Additional Provisions**

4.1. This Agreement shall take effect on the date of signing and shall remain in force for five (5) years, with the possibility of early termination. Thereafter, it may be extended upon mutual consent of both Parties, confirmed by the signing of an addendum (or an equivalent document).

4.2. This Agreement may be terminated at the discretion of either Party, provided that the terminating Party notifies the other Party in writing at least six (6) months in advance. Early termination of this Agreement shall not affect the completion of any ongoing activities initiated under this Agreement before the termination date.



## 三、合作方式

3.1. 双方可在本协议之下就合作重点按 双方商定的形式建立合作关系,包括:

3.1.1. 双方应就共同关心的合作重点事 项的履约问题交换信息(发送请求、信函、 信息和文件),包括根据本协定组织双方互 动的问题;

3.1.2. 按照双方单独协议规定的方式, 在实施联合项目的过程中使用彼此的物质和 技术基础;

3.1.3. 在合作领域内组建指定的联合工作组、临时研究小组和其他小组;

3.1.4. 组织和举办聚焦合作重点的研讨 会、会议、论坛、圆桌会议、培训、工作会 议等形式的联合活动,活动形式应与协议主 题一致,活动应有双方代表的共同参与;

3.1.5. 双方商定的其他形式的合作见本协议附件。

3.2. 双方的合作,包括根据本协议第 3.1.1.至 3.1.5. 条所规定的内容,应在单独协 议和合同框架内进行。

#### 四、附加条款

4.1. 本协议自签署之日起生效,有效期 五年,可提前终止。经双方同意,可延长期 限。有效期的延长通过签署附加协议(或等 效文件)来确认。

4.2. 任一方均可至少六(6)个月向另 一方提供书面通知来终止本协议。协议的提 前终止不会影响协议下发起且在终止时尚未 完结的任何活动。





4.3. This Agreement does not impose any financial obligations on the Parties.

4.4. In the event of any disputes arising from this Agreement, the Parties shall endeavor to resolve them through negotiations. If an amicable settlement cannot be reached, each Party shall comply with the laws of its respective country.

4.5. On all matters not regulated by this Agreement, the Parties shall be governed by the applicable laws of Kyrgyz Republic and the People's Republic of China.

4.6. This Agreement is signed by Harbin Engineering University and Osh Technological University in two counterparts, in English and Chinese, each having equal legal force.

### Article 5 Addresses and Signatures

#### **Osh Technological University**

Address: Main Campus of OshTU, 331 Isanova street 81, 723503, Osh city, Kyrgyzstan

E-mail: oshtu.adyshev@mail.ru

Position Rector

Full Name: Zhanbolot Tursunbaev

Signature **GARKAG** 

## Harbin Engineering University

Address: 145 Nantong Street, Nangang District, Harbin, People's Republic of China

E-mail: dingxin-2019@hrbeu.edu.cn

**Position: Rector** 

Full Name: SONG Yingdong

Signature:

, 2025.

4.3. 在本协议框架内, 双方互不承担财 务义务;

4.4. 如因本协议或有关内容引起任何纠 纷,双方尽力通过协商解决。如无法友好解 决,双方应遵守各自国家法律规定。

4.5. 针对本协议未涵盖之事项, 双方将 以中华人民共和国和吉尔吉斯共和国联邦法 律为准绳。

4.6. 由中国哈尔滨工程大学和奥什工业 大学签署,一式两份,每份具有同等法律效力。

#### 五、地址和签名

## 中国哈尔滨工程大学

- 地址:中国黑龙江省哈尔滨市南通大街 145 号
- 邮箱: dingxin-2019@hrbeu.edu.cn
- 职务:校长
- 姓名: 宋迎东

签名:

### 奥什工业大学

地址: 吉尔吉斯斯坦奥什市奥什工业大学主校区伊萨诺瓦街 81号,邮编 723503

