

## **Agreement for Mutual Cooperation between**



**Al-Farabi Kazakh National University**

*and*



Center for Learning Innovations &  
Customized Knowledge Solutions

**The Center for Learning Innovations and Customized Knowledge Solutions**

**(CLICKS)**

This agreement (“**Agreement**”) is made by and between The Al-Farabi Kazakh National University, a public provider of higher education located in Kazakhstan; address: Al-Farabi Avenue, 71, Almaty, Kazakhstan hereafter referred to as (“**University**”) represented by Prof. Burkitbayev Mukhambetkali Myrzabaevich, First Vice Rector and the Center for Learning Innovations and Customized Knowledge Solutions (CLICKS) based in Dubai, United Arab Emirates with its principle office located at Dubai Silicon Oasis Head Quarter (“**Center**”) represented by Dr. Narimane Hadj Hamou, CEO.

This Agreement shall be effective as of September 18, 2018 and aims to establish and develop a strategic collaborative relationship between the two parties in order to promote capacity building and joint academic and research activities.

## **Article I: Objective of the Agreement**

The objective of this agreement is to develop a mutually beneficial partnership between the two parties in regards to supporting the growth and development of the University and its strategic priorities and in-line with the core areas of expertise of the Center through the provision of capacity building opportunities and various consultancy and R&D activities. Furthermore, this agreement is to encourage the transfer of best practices and ‘know-how’ and the organization of joint events and conferences.

## **Article II: Scope of the Agreement**

Subject to mutual consent, the areas of cooperation may include but are not limited to:

- 2.1. To support the University with faculty and staff professional development across the various core areas of expertise of the Center which involve: 1) leadership development and governance, 2) QA and accreditation, 3) Innovative learning and teaching 4) research and 5) strategy development
- 2.2. To work closely with the University HR department on undertaking a training and needs analysis and assessment (at organizational, task and individual levels) to identify areas that require knowledge and skills development for both current and future faculty and staff members and accordingly determine training and development strategies and plans that will contribute to improving institutional effectiveness.
- 2.3. To design, develop and deliver in-house training programs to the University’s community.
- 2.4. To offer discounted rates to member of the University community to all of the Center’s public programs offered within the UAE or elsewhere.
- 2.5. To engage with consultancy activities supporting the growth and development of the University in line with the Center’s core areas of expertise and the needs and priorities of the university
- 2.6. To organize summer leadership institutes and tour visits to support leadership development initiatives of the University academics and administrative staff
- 2.7. To organize joint event and other scientific activities of relevance to both parties including possible training programs delivered in Kazakhstan to support the Higher Education Sector.
- 2.8. To engage in joint R&D activities and publications of mutual interest
- 2.9. To mutually promote the partnership between the two parties

### **Article III: Principles of Cooperation**

- 3.1. The agreement for mutual cooperation is meant to describe the cooperative intentions of the two parties involved and suggest guidelines for cooperation. Any specific program will be subject to availability of funds and the mutual agreement of the two parties.
- 3.2. The terms of cooperation for each specific activity implemented under this agreement will be mutually discussed and agreed upon in writing by both parties in a separate agreement, prior to the initiation of that activity. Any such implementation agreements will form appendices to this agreement.
- 3.3. Financial and/or funding consideration shall become the subject of specific discussion and agreement within the framework of separate implementation agreement. No Financial commitment, on the part of either signatory, is intended in or to be implied from this general document.
- 3.4. Each party will do its best to identify areas of mutual interest and key academic staff in relevant departments in order to formulate concrete proposals for research and teaching activities.
- 3.5. Each party will appoint a coordinator to discuss the implementation of this agreement within the next 90 days following the signing of this agreement. The designated person will act as the principal contact point for regular communications and the planning of activities for the implementation of this agreement.

### **Article IV: COMMENCEMENT**

This agreement shall take effect from the date of its signing and will remain in force for a period of three years and will be automatically renewed for a further two years. Withdrawal by any of the two parties requires at least a three months' notice prior to the expiry of the agreement. Where such termination occurs, the provisions of this agreement will continue to apply to on-going activities until their completion.

### **Article V: General Principles**

**5.1. Conflicts and Dispute Resolutions:** In the spirit of this understanding, both parties agree to jointly discuss and deal with any unforeseen contingencies and or disputes, in a professional and informal manner which is equitable to both parties and at all times, bearing in mind the purpose of this agreement. In the event that any dispute could not be resolved by settlement between the two parties, this may include mediation, arbitration, or any other procedures upon which the parties agree.

**5.2 Publicity:** Any press release, circular, advertisement or other publicity in connection with this

agreement or its subject matter will be made or issued by or on behalf of either or both parties, upon consent of both parties.

**5.3. Use of University Logo:** The University will allow the Center to use its name and logo in reference to partner lists without details of the nature of future work that will be undertaken by the Center unless written approval is obtained by the University.

**5.4. Force Majeure:** Neither party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority.

**5.5. Entirety of Understanding and Modification:** This agreement contains the final and entire understanding between the parties, and all future projects or agreements shall be in a separate writing based upon mutual agreement of the parties. This agreement may be amended only in a writing signed by a duly authorized officer or representative of each of the parties hereto.

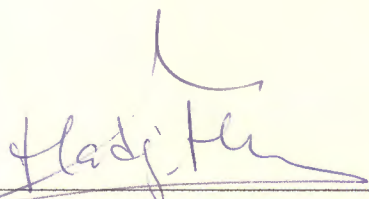
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written. There will be two copies of this agreement equally valid, one for each party, effective from the date of its signing.

**Signature:**

**THE CENTER FOR LEARNING INNOVATION & CUSTOMIZED KNOWLEDGE [CLICKS]      AL-FARABI KAZAKH NATIONAL UNIVERSITY**

Signed: 18.09.2018

Signed: 18.09.2018



**Dr. Narimane Hadj-Hamou**  
Chief Executive Officer  
Center for Learning Innovation & Customized Knowledge, UAE



**Prof. Burkitbayev Mukhambetkali**  
Myrzabaevich  
First Vice Rector  
Al-Farabi Kazakh National University

