



MEMORANDUM
on cooperation and interaction between
Razzakov Kyrgyz State Technical University
And
Final International University



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Razzakov Kyrgyz State Technical University, represented by Rector Mirlan Chynybaev, acting on the basis of the Charter on the one hand, and Final Internationala University, represented by Prof. Dr. Orhan Gemikonaklı, acting on the basis of the Charter, on the other hand, hereinafter jointly referred to as the Sides, and individually a Side, have concluded this Memorandum of Understanding:

Article 1. Subject of the Memorandum

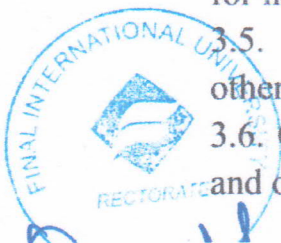
- 1.1 The subject of this Memorandum is to establish partnership relations and develop long-term, effective and mutually beneficial cooperation between the Parties aimed at the implementation of joint projects.
- 1.2 The Parties intend to realize cooperation on the basis of equality, goodwill, respect, and trust, based on generally accepted practice.

Article 2. Areas of cooperation of the Sides

- 2.1. Cooperation in the fields of education, science, improvement of educational programs, implementation of new educational technologies, organization of internships for KSTU students and employment of graduates.

Article 3. Forms of interaction

- 3.1 Exchange of information (by means of sending messages by the Sides to each other, organizing meetings of the Sides representatives) related to the area of cooperation.
- 3.2 Consultations on issues related to the Sides activities and of mutual interest.
- 3.3 Planning of joint activities (development of programs) aimed at achieving the goals of this Memorandum.
- 3.4 Joint development of priority innovation projects and creation of conditions for implementation of the created innovative technologies.
- 3.5. Creation and maintenance of joint commissions, committees, working groups, other advisory, expert and other bodies.
- 3.6. Conclusion of contracts (committees, working groups, other advisory, expert and other bodies).





3.6. Conclusion of contracts (agreements) aimed at achieving the objectives of cooperation between the Parties.

Article 4: Cooperation Organization

4.1 In addition to this Memorandum, the Sides may sign a Program of Measures to develop cooperation between the Sides. The Program becomes an integral part of the Memorandum after its signing by the Sides.

4.2 The Sides shall annually review the implementation of the Memorandum and determine additional areas and forms of mutually beneficial cooperation.

Article 5: Additional conditions

5.1 The Sides separately stipulate that the conclusion of this Memorandum shall not bind the Parties to any legal obligations, shall not give rise to financial obligations, shall not give rise to financial liabilities, and that the latter shall require separate agreements by the Sides.

5.2 This Memorandum is not a preliminary contract and cannot serve as a basis for liability of the Sides for non-performance of its provisions (neither Party will be obliged to compensate the other Side, including (without limitation) damages, losses incurred by the Side in connection with performance (non-performance), expiry or cancellation of this Memorandum).

5.3 With respect to this Memorandum, neither Side shall be burdened with the obligations or debts of the other Side or Sides, and neither Side shall act as an agent of the other Side or Sides without entering into appropriate separate agreements.

5.4 The terms and conditions for the implementation of the activities envisaged in Article 2 and the financing of projects under the Memorandum will be determined through the conclusion of separate agreements between the Sides.

5.5 Implementation of any type of co-operation will depend on possible resources and financial support of the Sides respectively.

5.6 Each Side will not make any public statements without prior agreement with the other Side regarding their co-operation under this Memorandum.





Article 6. Compliance with the law

6.1 The Sides agree that the performance of this Memorandum, as well as individual agreements, will comply with all applicable laws, including laws on fair competition and on the restriction of monopolistic activities.

6.2 The Sides shall have the right to enter into agreements with other legal entities similar in subject matter, scope and terms. The Sides shall enjoy full freedom of choice of counterparties in their activities.

Article 7. Privacy

7.1 The Sides undertake to keep confidential any information received from the other Side under this Memorandum.

7.2 The Sides undertake to keep confidential the terms of this Memorandum and all information communicated as confidential information or as information which by its nature should be considered confidential.

Article 8. Term of validity and procedure for termination of the Memorandum

8.1 This Memorandum is concluded for a period of 5 years and shall come into force upon its signing by the Sides. If 30 (thirty) calendar days prior to the expiry of the Memorandum term neither of the Sides declares its desire to terminate this Memorandum, the Memorandum shall be deemed prolonged for each following year.

8.2 Either Side shall be entitled to unilaterally terminate this Memorandum early by giving written notice to the other Side at least thirty (30) calendar days prior to the proposed date of termination.

Article 9. Force Majeure

9.1 Neither Side shall be liable for non-performance or improper performance of obligations under this Memorandum if it proves that non-performance or improper performance occurred due to force majeure events.





9.2 Upon receipt of information about the occurrence of force majeure events, the affected Side shall immediately notify the other Side of the occurrence of such events, provide the other Side with detailed information about such events, as well as a reasonable estimate of the period during which such force majeure events will continue.

9.3 If the force majeure events continue for more than 30 (thirty) days, the Sides may terminate this Memorandum by giving seven (7) days' written notice prior to the date of intended termination.

Article 10. Final provisions

10.1 The Sides will take all necessary measures to eliminate the disagreements arising between them through bilateral negotiations.

10.2 Any change of this Memorandum shall be valid if it is in writing and signed by each of the Sides.

10.3 Each of the Sides undertakes to notify the other Side of any change in its name, address, telephone and fax numbers and Internet address no later than within 5 working days from the date of such change.

10.4 Co-operation within the framework of this Memorandum shall be carried out in accordance with the laws of the Sides.

10.5 Any disagreements or disputes arising regarding the interpretation and implementation of the provisions of this Memorandum shall be resolved through negotiation and consultation between the Sides.

10.6 This Memorandum is drawn up in four copies, two of which are in Russian and two in English, and all of them have the same legal force. In case of discrepancies, the English text shall prevail.





FINAL INTERNATIONAL
UNIVERSITY

Article 11. Signatures and requisites of the parties

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Date:

Rector
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Date: 12.12.2025