



# Memorandum of Understanding (MOU)

#### Between

# Virginia International University

and

# Atyrau State Unibersity

Virginia International University (VIU), represented by its Executive Vice President and Atyrau State University, represented by its Rector, wish to establish certain cooperative programs that are beneficial to each respective educational institution and to explore the development of joint studies, training activities, and other educational programs of mutual interest.

#### Article 1:

This MOU is to facilitate all exchanges and cooperative initiatives between the two institutions.

### Article 2:

The goal of this MOU will be accomplished by working together in various ways which may include:

- Student Exchanges
- Faculty and Staff Exchanges
- Exchange of Materials and Documents
- Creations and Organization of Conferences
- Collaboration on the Organization of Conferences

### Article 3:

This MOU will be supplemented by agreements that are specific to each area and signed by representatives of both institutions. VIU will not enter into any activity that is not in compliance with its accrediting body ACICS (Accrediting Council for Independent Colleges and Schools). There are no guarantees of admission to VIU associated with this MOU.

#### Article 4:

Each party will bear its own costs for activities undertaken in furtherance of this MOU. All commitments that are made under this MOU are subject to the availability of funding. Nothing in this MOU obligates either party to expend appropriations, enter into a contract, or incur other financial obligations.

## Article 5:

If either institution discovers that an activity pursuant to this agreement results in the creation of intellectual property, or requires the sharing of proprietary information, the parties agree to negotiate a separate agreement to address those issues. Neither party shall construe any part of this MOU as an endorsement of the products or services of the other party.

## Article 6:

All specific projects to which this MOU may lead will be subject to joint and periodic evaluation by the appropriate authorities of both institutions. This MOU will be jointly reviewed and evaluated after three years from its effective date.

### Article 7:

This MOU is not intended to result in any legal obligation on the part of VIU or Atyrau State University. VIU and Atyrau State University agree this MOU is entered into on a non-preferential basis, and either institution may undertake similar MOUs with other entities on a non-preferential basis.

#### Article 8:

This MOU will become effective on the date of signing for a period of five years and can be renewed by mutual consent. Either institution has the right to initiate termination of this agreement upon timely notification to the other institution.

Both institutions are committed to the policy that all persons shall have equal access to programs, facilities, admission, and employment without regard to age, ancestry, color, disability or handicap, national origin, race, religion, creed, sex, sexual orientation, or veteran status. Virginia International University abides by these principles in the administration of this MOU, and neither institution shall impose criteria for the exchange of scholars or students, which would violate the principles of non-discrimination.

## Article 9:

#### **Points of Contact**

Virginia International University

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Signed this 29

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2017.

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