

THE MEMORANDUM OF SCIENTIFIC COOPERATION
BETWEEN
FESENKOV ASTROPHYSICAL INSTITUTE
AND
ASTRONOMISCHES RECHEN-INSTITUT

August 12, 2022

The Fesenkov Astrophysical Institute (FAI), located at Observatory 23, 050020 Almaty, Kazakhstan, represented by Director Chingis Omarov, on the one part, and the Astronomisches Rechen-Institut, located at Mönchhofstr. 12-14, 69120, Heidelberg, Germany, represented by Director Joachim Wambsganss, on the other part, both hereinafter referred to as the Parties, have agreed to conclude this Memorandum of Scientific Cooperation (hereinafter referred to as the Memorandum) on the following provisions.

1. General provisions

1.1. Based on the principles of mutual benefit and respect for independence, the Parties will encourage:

- I. Exchange of visits of researchers. Organization of advanced training courses for employees. Exchange of employee visits for jointly organized projects;
- II. Development and implementation of joint research programs;
- III. Organization of academic meetings and symposiums. Joint participation and conduct of scientific schools with the involvement of specialists from both Parties;
- IV. Joint research activities. Joint participation in grants announced by state, international, public and private foundations and organizations;
- V. Joint publication of articles, reports and other scientific materials of the staff of the Parties;
- VI. Exchange of scientific information, publications, materials and knowledge; Organization of access to scientific centers and facilities for research.
- VII. Other forms of educational and scientific cooperation that will be agreed upon by both Parties.

1.2. Addenda

To implement these forms of cooperation, representatives of both Parties will be able to consult each other and develop specific plans for collaboration in any or all of the ways mentioned above.

The conditions for the implementation of each cooperation program under the Memorandum will be agreed upon and accepted by both Parties by concluding separate agreements before the implementation of each individual program. These separate agreements will clearly describe the functions and activities to be carried out, the work schedule, personal questionnaires, financing conditions, rights and obligations of each Parties, as well as the documents necessary to determine the goals and scope of each program.

2. Commitments

2.1. The Parties, within the capabilities of their budgets, will make every effort to ensure possible funding of scientific activities carried out under this Memorandum. The financial conditions for the participation of researchers and technical staff in such events are additionally agreed upon by the Parties.

2.2. Researchers who take part in exchange events must have medical insurance valid during these events.

3. Academic products

All actions under the Memorandum are approved by the relevant managers in each institution and meet the scientific and financial requirements of both institutions. The results of joint research, including but not limited to the intellectual property rights that have arisen, should be used fairly and honestly, through consultations between the Parties.

4. Executors

4.1. The activities developed within the scope of this Memorandum will be carried out by members of both Parties appointed by each organization, in accordance with the nature of the activities in each case, and the Parties can rely on the support of external organizations.

4.2. For the implementation of these measures, at the time of signing this Memorandum, a Committee is formed, which consists of two members from each of the Parties. The Committee will meet usually once a year to discuss plans for joint activities. The meeting can occur by electronic means of communication (for example, an online-conference).

5. Term of validity and conditions of termination

5.1. This Memorandum is valid for 5 (five) years starting from the date of its signing.

5.2. This present Memorandum may be canceled by any of the Parties by notifying the other Party no later than 180 (one hundred and eighty) days prior to the expected termination date. The Parties may refuse to terminate the Memorandum if they come to a consensus decision on the expediency of continuing their current activities.

5.3. This Memorandum will be automatically canceled if such circumstances are provided for in the current legislation and if the Parties or one of the Parties does not comply with its actions.

5.4. Regardless of the termination of the Memorandum, the Parties shall continue to fulfill their obligations until all participants who have started working under the exchange program complete their training.

5.5 The Memorandum may be amended at any time by mutual agreement of the Parties.

5.4. If the activities provided for in this Agreement are not terminated by the Parties, then it is considered automatically extended for the next 5 (five) year period.

6. Jurisdiction

6.1. In the process of implementing the provisions of the Memorandum, the Parties are guided by the legislation of the country of their incorporation, and also undertake to comply with other agreements on cooperation in the field of education, science and culture between the Republic of Kazakhstan and the Federal Republic of Germany.

6.2. All types of cooperation specified in the Memorandum must be carried out in accordance with all laws, rules and regulations of the country in which these types of cooperation will be carried out.

6.3. As proof of voluntary consent, the Parties sign this Memorandum in English (2 copies) ~~and in French (2 copies)~~, all copies in form and content are identical and serve as originals and have the same legal force.

On behalf of the
Fesenkov Astrophysical Institute

Chingis Omarov
Director



On behalf of the
Astronomisches Rechen-Institut

Prof. Joachim Wambsganss
Director