

# **Memorandum of Understanding**

**between**

**The Regents of the University of California**

**and**

**Nazarbayev University**

## **Concerning Academic and Educational Cooperation**

This Memorandum of Understanding (MOU) is between The Regents of the University of California, in its capacity as the manager and operator of the Lawrence Berkeley National Laboratory (LBNL), and the Nazarbayev University (NU).

LBNL is a U.S. Department of Energy National Laboratory managed and operated by The Regents of the University of California pursuant to Contract No. DE-AC02-05CH11231, located at One Cyclotron Way, Berkeley, California. NU is a research university with a registered address at 53 Kabanbay Batyr Avenue, Astana 010000, Kazakhstan.

LBNL and NU are collectively herein referred to as "Participants" or separately as "Participant."

### **1. Objective**

The purpose of this MOU is to develop a mutually beneficial strategic partnership of academic and educational cooperation between the Participants.

### **2. Areas of Planned Cooperation**

The Participants express their intention to promote research and information exchanges and to facilitate future joint research and dissemination activities by means of:

- a. Exchange of scientists, faculty and other staff
- b. Exchange of graduate students
- c. Conduct of lectures and organization of symposia
- d. Exchange of academic information and materials
- e. Promotion of other academic cooperation as mutually determined

If the Participants elect to undertake specific joint projects, those projects are to be undertaken pursuant to an appropriate written agreement therefor and could include: LBNL's assistance and advice in transitioning the Nazarbayev University Research and Innovation System (NURIS) into a national laboratory and administrative training for NURIS staff.

### 3. Designated Representatives

a. To administer the implementation of this MOU, each Participant intends to designate one principal coordinator, through whom all requests and plans of that Participant are to be made.

b. The designated representatives may hold meetings when necessary to discuss matters related to cooperation under this MOU.

c. The designated representative for LBNL is Deputy Laboratory Director Horst Simon or an LBNL principal coordinator so designated. The designated representative for NU is Kanat Baigarin or a NU principal coordinator so designated.

### 4. Commencement, Modification and Discontinuation

a. Cooperative activities under this MOU are to commence upon signature and continue for a three year period, unless discontinued in accordance with paragraph b of this Section 4.

b. The Participants may discontinue this MOU at any time in writing. A Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least thirty (30) days written notice to the other Participant.

c. This MOU may be modified in writing by mutual consent of the Participants, and may be extended for additional periods.

### 5. General Considerations

a. This MOU does not create any legally binding obligations between the Participants.

b. Each Participant should conduct the cooperation under this MOU in accordance with all applicable laws, regulations and other requirements to which it is subject, and international agreements to which its government is party, including, without limitation, export control laws and environment, health and safety laws and regulations.

c. The conduct of cooperative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.

d. Each Participant is to be responsible for the costs it incurs in participating in cooperative activities under this MOU.

Signed in duplicate on February 4, 2015.

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA, LAWRENCE BERKELEY  
NATIONAL LABORATORY

By:  \_\_\_\_\_

Name: Horst Simon

Title: Deputy Laboratory Director

NAZARBAYEV UNIVERSITY

By:  \_\_\_\_\_

Name: Shigeo Katsu

Title: President