



# MEMORANDUM OF UNDERSTANDING BETWEEN THE EXECUTIVE COMMITTEE OF THE INTERNATIONAL FUND FOR SAVING THE ARAL SEA AND THE IHE DELFT INSTITUTE FOR WATER EDUCATION

The Executive Committee of the International Fund for Saving the Aral Sea (hereinafter referred to as «EC IFAS»), and

the IHE Delft Institute for Water Education (hereinafter referred to as «IHE Delft»),

(hereinafter referred to as "Parties"),

WHEREAS Parties represent institutions that are dedicated to contributing to the improvement of the water and environmental sector,

WHEREAS EC IFAS is a permanent executive body of IFAS with the status of an international intergovernmental organization and ensures the practical implementation of decisions of the Council of Heads of Founding States of IFAS, the President and the Board of IFAS on the problems of the Aral Sea basin,

WHEREAS EC IFAS interacts with international organizations, donor countries, environmental and other funds to enhance activities on environmental protection and rehabilitation of environmentally disturbed areas,

WHEREAS EC IFAS fulfills its mission through participation in organizing the development, expertise and implementation of projects and programs on the problems of the Aral Sea basin, accumulating and ensuring the targeted use of financial and other funds, providing information and analytical support to the founding states and the IFAS Board, organizing thematic conferences, symposiums, seminars on issues related to the activities of IFAS,

WHEREAS IHE Delft is an international graduate water education facility that operates as a Foundation under Dutch law, working under the auspices of UNESCO as a Category 2 Centre,

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WHEREAS IHE Delft helps individuals, institutions and society to develop capacity to tackle water challenges in order to achieve a world in which people, organizations and governments manage their water and environmental resources sustainably and equitably, thereby contributing to a world free of poverty and injustice,

AGREEING that cooperation is aimed at the exchange of knowledge that contributes to the interaction of the Parties,

WHEREAS Parties, wish to recognize each other's unique mandates and capabilities, considering mutual interests and respecting the objectives and responsibilities outlined in their respective founding documents and to formalize their understanding regarding certain joint activities in which they plan to engage,

NOW, THEREFORE, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU"), as follows:

# Article 1. Areas of cooperation

1.1. The Parties may, in particular, but not limited to, explore the possibility of cooperating in the following areas of activity:

1.1.1. Collaborate within the framework of the Party's programs and projects related to capacity development (education and training), research and policy advise in areas of mutual interest.

1.1.2. Collaborate in jointly organizing and/or providing expert input for conferences, seminars, workshops, etc.

## Article 2. Implementation of joint activities

2.1. The Parties will prepare annual work plans specifying the timelines and outcomes to be appended to this MoU.

2.2. Parties will nominate a representative responsible for the coordination of joint activities and the management of this MoU.

On behalf of EC IFAS	On behalf of IHE Delft
Mr. Serik Bekmaganbetov	Dr. Jenniver Sehring
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2.3. For each specific joint activity, a separate agreement outlining the administrative, legal and financial aspects of the activity will be concluded.

### **Article 3. External Contacts and Publications**

3.1. This cooperation will establish and maintain mutually beneficial contacts and cooperation with national and international organisations and experts, which are active in the same or related fields of expertise. The Parties will establish such contacts in consultation with each other.

3.2. Parties will take steps to ensure the publication of relevant data and research findings from joint activities and projects, provided that the rights of authors and institutions are respected. All publications within the framework of this cooperation shall mention the names and logos of the Parties. All existing intellectual property rights owned by or licensed to either Party shall remain the property of such Party.

#### Article 4. Organisation

4.1. The MoU will be evaluated annually for effectiveness and efficiency.

4.2. The Parties recognize that the provisions of this MoU are not legally binding but rely on the spirit of cooperation between the Parties. To the extent applicable, the Parties hereby unconditionally and irrevocably waive their right to bring any claims arising out of or in connection with this MoU in any court.

4.3. If any dispute arises in connection with this MoU, the Parties will make every effort to resolve these disputes in an amicable manner through negotiations.

4.4. The MoU may be amended by written agreement of the Parties.

4.5. This MoU enters into force on the last date of signing and is concluded for three (3) years unless sooner terminated, revoked or modified by mutual written agreement between the Parties. Either Party may terminate this MoU without liability to the other by giving 60 days notice in writing to the other Party. This MoU may be extended for a new term by mutual agreement of the Parties. Notice of extension must be sent to the other Party no later than one month before the expiration of the MoU.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding, which enters into force on the last date of its signing.

This MoU is drawn up in two (2) copies in English, each of which has equal force.

Executive Committee of the International Fund for Saving the Aral Sea Legal address: Kazakhstan, Astana, str. E-179, building 1, position 40 email: <u>office@ecifas.kz</u>

Chairman Orazbay A.T. Date: 26/02 2025

IHE Delft Institute for Water Education Legal address: Netherlands, Delft, Westvest 7, 2611 AX email: <u>e.moors@un-ihe.org</u>

Rector **Eddy J. Moors** 2024 Date: