

KARELIA UNIVERSITY OF APPLIED SCIENCES AND NORDIC INTERNATIONAL UNIVERSITY AGREEMENT ON STRATEGIC JOINT ACTIONS IN HIGHER EDUCATION 2023 – 2030

Partners

Karelia University of Applied Sciences (Karelia Ammattikorkeakoulu Oy),
hereinafter "Karelia" or "party"

Tikkariinne 9

FI-80200 Joensuu, Finland

Legal representative Managing Director, **President Petri Raivo**

and

Nordic International University (Xalqaro Nordik universiteti),
hereinafter "NIU" or "party"

309533058 – TIN

290, Farobi street, Almazar district

100175, Tashkent, Uzbekistan

Legal representative Managing Director, **Rector Sherzod Mustafakulov**

hereinafter referred jointly as "partners"

The purpose of this agreement is to agree the terms, conditions, content of services and payments of the joint education ventures as HEI development and benchmark models, and joint international degree programmes operated in Uzbekistan within the Nordic International University educational offering.

PREAMBLE

Karelia University of Applied Sciences is a comprehensive university of applied sciences who offers 20 bachelor and 6 master degrees in seven study fields, and provides quite extensive continuous education and in-service training for diverse beneficiary groups. Karelia's pedagogy is competence- and work-based and learner is always in the foci of the learning process. Karelia operates in North Karelia, Eastern Finland, in a close co-operation with the regional innovation ecosystem and its strategic international partnership networks. Karelia has been rewarded from its best HEI quality assurance process among Finnish UNIs and UASes, entrepreneurship programme and educational results, and has significant references in RDI. Karelia2030 strategy discusses five main areas: (1) education and competence-development for continuous learning and systemic U2B operations; (2) internalisation of the region and promotion of education- and work-based migration; (3) sustainable well-being, including active and healthy ageing, (4) smart and advanced manufacturing and smart processes and (5) carbon-neutral solutions.

Nordic International University is a non-governmental higher education organisation that aims to bring to Uzbekistan best international practices in higher education. Its main focus of interest is experience and practice of higher education institutions of Finland and other Nordic countries. Therefore, it will serve as an educational start-up, innovation and project development platform and hub for Finland and all other Nordic countries. The University aims to implement modern pedagogical, informational and communicational technologies to the educational process. It promotes development of an open information-educational environment, conducts research activities and innovative corporate cooperation based on the integration of higher education - science - commercial sector.

ARTICLES

1. ESTABLISHMENT OF JOINT DEGREE PROGRAMMES

To increase NIU value and competitiveness, increase student enrolment and build joint operations, the partners have established and will implement three joint international degree programmes: International Business, Industrial Management and Information and Communication Technology (IB, IM, ICT) as part of NIU undergraduate programme offering. The programmes are marketed actively in

Uzbekistan and other Central-Asian countries aiming at 100 student enrolment per programme a year from 2024 onwards, the 2023 intake targets to 60 student enrolment per programme a year.

Each joint programme includes two tracks:

- **Track 1: Joint international degree**, 3,5 – 4-year at NIU, students study the whole degree in Uzbekistan
- **Track 2: Finnish Career Pathway**, students study 2 years at NIU, Uzbekistan, and 1,5 (IB) to 2 (ICT and IM) years at Karelia, Finland, and are rewarded with a NIU-Karelia double-degree.

The IM, IB and ICT programmes at NIU are based on highly recognized Finnish applied higher education approach following Karelia curriculum, pedagogy, quality assurance and degree leadership models bridging education, and the regional and even international innovation ecosystem in a systematic and learner-centred manner. The degrees are awarded jointly (single degree, two providers) and tuition fees shared by the partners as described in Article 6, fees and payment procedures.

Key responsibilities of NIU

- a. NIU will maintain and increase the numbers of educationally and financially qualified students enrolling to the joint IM, IB and ICT degrees. The aim is on 100 annual student enrolment per programme from 2024 onwards. The goal for 2023 is 60 student enrolment per programme.
 - what is a good time for joint check-ups? First decade of November
 - Karelia university will provide information about internship opportunities for students of double degree programs
- b. NIU may propose annually agreed number of students per each joint programme to join the **Finnish career pathway** provided by Karelia for the 1,5 (IB) – 2 (IM, ICT) final years to complete the programme and be rewarded with a double degree. Karelia selects the students from the suggested list of students emphasizing the relevant skills. The annual numbers are decided by the **Programme Management Board** annually by the end of March for the coming academic year.
- c. Finnish track students pay the two last years' tuition fee to Karelia that is 50% from the regular tuition fee in the programme in case. The Finnish track students

are also part of Karelia's scholarship programme and may benefit the student exchange opportunities as any degree student.

- d. NIU will ensure that the English language skills of the Finnish track students are on the level (IELTS 5.5) that the student can study successfully in the joint international degree programmes.
- e. NIU operates the IM, IB and ICT programmes with a due diligence following the joint procedures and pedagogical approach. The detailed implementation plan identifying partner roles in programme Quality Assurance (QA) process and updates is to be done and documented jointly by the end of year 2023.
 - o NIU members in the QA team = degree programme committee: Leader Sherzod Mustafakulov; members: Nuriddin Muradullaev, Eldor Sobirjonov, Muhammadsiddiq Amonboev, Oybek Rakhimberdiev, Mukhlisa Shukhratova
- f. NIU sets up a joint degree programme committee including programme heads from NIU and Karelia to monitor and ensure quality of the programmes. The committee meets twice a year; once online, once onsite. Onsite meetings are organised in turns in Finland and Uzbekistan and programme benchmark is annually embedded into the meeting agendas to promote peer-learning procedures.
 - a. NIU members in the QA team = degree programme committee: Leader Sherzod Mustafakulov; members: Nuriddin Muradullaev, Eldor Sobirjonov, Muhammadsiddiq Amonboev, Oybek Rakhimberdiev, Mukhlisa Shukhratova
- g. Additionally, NIU may send an annually agreed number of 3 + 1-year double degree students from other programmes than joint programmes to Karelia degree programmes. These students pay 50% of the Karelia tuition fee following the confirmed price of the time. The number of double degree students and relevant programmes are confirmed at the programme management board.

Key responsibilities of KARELIA

- a. Karelia contributes to the student recruitment by providing materials and information and participating into joint recruitment events. The detailed recruitment plan identifying partner roles materials, communications process,

media, marketing channels and tools is to be done and documented jointly by the end of year 2023.

- Karelia team: Katri Truong, Taru Väisänen
 - NIU team: Elshod Umarov, Bobirjon Olimjonov
- b. Karelia contributes to the implementation IM, IB and ICT programmes with a due diligence following the joint procedures and pedagogical approach. The emphasis of Karelia's contribution is on programme management, final thesis, working life collaboration models and internship protocol. The detailed implementation plan identifying partner roles in programme QA process and updates is to be done and documented jointly by the end of year 2023.
- Karelia's programme committee members: IB Ulla Asikainen and Varpumaria Jeskanen, IM Ulla Asikainen and Hamid ElOuatki, ICT Mervi Heikkinen and Jyri Kemppainen
 - NIU's programme committee members: IB Oybek Rakhimberdiev and Xasan Sobirov, IM Oybek Rakhimberdiev and Xasan Sobirov, ICT Oybek Rakhimberdiev and Abdirauf Tukliev
- c. Karelia organises and coordinates capacity building programme for NIU staff to support re- and upscaling of competences and to establish a joint peer-learning programme. Detailed plan of the capacity building training is described in Article 2, Capacity Building Programme.
- d. Karelia participates in the degree programme committee operations and nominates the heads of IM, IB and ICT programmes into the committee. Karelia organises the committee meetings in turns when meetings take place in Finland.
- Karelia's programme committee members: IB Ulla Asikainen and Varpumaria Jeskanen, IM Ulla Asikainen and Hamid ElOuatki, ICT Mervi Heikkinen and Jyri Kemppainen
 - NIU's programme committee members: IB Oybek Rakhimberdiev and Xasan Sobirov, IM Oybek Rakhimberdiev and Xasan Sobirov, ICT Oybek Rakhimberdiev and Abdirauf Tukliev

2. CAPACITY BUILDING PROGRAMME

The aim of the capacity building is to ensure the high competitiveness of NIU in its international education. As part of the joint educational operations, Karelia organises a capacity building programme for NIU staff to enable continuous staff development (HRD) meeting the current and future needs of the international higher education and enabling immediate re- and upscaling of competences. The first part of the programme (2023-2024) is a thematic education training programme including six one-week workshops at NIU premises in Tashkent.

From 2025 onwards the capacity building programme is complementary in its nature by first, institutionalising a systemic HRD procedure and second, updating regularly the pedagogical approach, programme management procedures, working life partner models, RDI and internationalisation following the Uzbek, Finnish and European educational policies. Detailed implementation plan and agreement on the programme from 2025 onwards to be made jointly by mid-2024.

Key responsibilities of NIU

- a. NIU nominates the academic staff joining the capacity building programme for 2023 – 2024 and ensures its active participation throughout the process during the workshops.
 - o NIU's staff team ICT, IM and IB
- b. NIU nominates a person who coordinates the staff development and discusses and agrees on the programme implementation and details with Karelia's head of HR and head of internationalisation.
 - o NIU's person responsible for staff development: Eldor Sobirjonov, Baxtigul Tolipova

Key responsibilities of KARELIA

- a. Karelia organises and implements the educational training programme on years 2023 – 2024 with six one-week workshops at NIU premises, Tashkent. The programme includes two to three workshops on year 2023 and three to four workshops on 2024 discussing following key areas enabling high-level procedures in the international programmes:
 1. Finnish competence-based curricula, annual implementation procedure and assessment,
 2. learner-centred and work-based pedagogy and student counselling,
 3. internships as learning process and career counselling,
 4. final thesis research approach and supervision,
 5. U2B models and 6. QA and leadership in higher education.

- b. Karelia compiles three guides; degree management protocol, teacher handbook and QA protocol, to institutionalise and support NIU operations and staff's continuous learning procedures.
 - Degree management protocol: Ulla Asikainen and Mervi Heikkinen
 - Teacher handbook: Varpumaria Jeskanen
 - QA protocol: Marjo Nenonen, Pekka Auvinen
- c. Karelia establishes a protocol and creates a programme for continuous staff competence development to be institutionalised from 2025 onwards. A joint implementation plan and agreement on this are to be done and documented jointly by mid-2024.
- d. Karelia's head of human resources and head of internationalisation coordinate the programme with the nominated NIU staff.
 - Karelia Jaana Tolkki and Liisa Timonen
 - NIU: Bakhtigul Tolipova, Eldor Sobirjonov
- e. Karelia will nominate separate course coaches for each joint international degree programme, who will support local staff, monitor quality and sufficiency of academic tasks for guaranteeing Finish quality of education in NIU. This operation is part of the joint programme management.
 - IB Varpumaria Jeskanen, ICT Jyri Kemppainen, IM Hamid ElOuatkhi
 - IB Xasan Sobirov, ICT Abdirauf Tukliev, IM Oybek Rakhimberdiev

3. KARELIA AND NIU STRATEGIC PARTNERSHIP AND AGREEMENT

Both partners will have an exclusive position first, in the organisational partnership portfolio, and second, in their own countries as coordinating partners of any other operations and partnerships.

Key responsibilities of NIU

- a. NIU nominates Karelia as its strategic partner and shares the information on its web pages.

- b. NIU nominates Karelia's president as a member of the NIU board. Karelia's president will be notified of all NIU board meeting times and agendas. And he should attend all meetings related to activities stated under Karelia and NIU strategic partnership agreement.
- c. NIU nominates Karelia's president and vice-president as the members of the NIU scientific board. Karelia's president will be notified of all NIU scientific board meeting times and agendas. And they should take active participation in NIU scientific board's activities.
- d. NIU informs Karelia about every possible Finnish UAS and university partner interested in co-operation with NIU and runs the discussions involving Karelia's president. Upon Karelia's president official approval in writing, NIU may then start the cooperation with agreed conditions.
- e. NIU may use Karelia's name and logo in all its communication as a reference.
- f. NIU nominates a person responsible for joint communications and publicity. NIU provides its relevant communication materials and publications in English for Karelia's use in its marketing and communications.

Key responsibilities of KARELIA

- a. Karelia nominates NIU as its strategic partner and shares the information on its web pages.
- b. Karelia president participates into the NIU board meetings.
- c. Karelia president and vice-president participate into the NIU scientific board meetings.
- d. Karelia informs NIU about every possible Uzbek partner interested in co-operation with Karelia and runs the discussions involving NIU's president. Upon NIU's president official approval in writing, Karelia may then start the cooperation with agreed conditions.
- e. Karelia may use NIU's name and logo in all its communications as a reference.

- f. Karelia nominates a person responsible for joint communications and publicity. Karelia provides its relevant communication materials and publications in English for NIU's use in its marketing and communications.
- Karelia: Katri Truong coordinates the communication
 - NIU: Eldor Sobirjonov coordinates the communication

4. DEVELOPMENT OF RDI AND SALES ON BENCHMARKING MODELS

To increase the added value, strengthen economy and maximise the potential benefits of the collaboration, Karelia and NIU will nominate a team who is responsible for coordinating the process to create a joint protocol to promote sharing of best practices, build joint policies in international grant making, share of research infrastructure and resources, cooperate in entrepreneurial activity, and integrate open science to support capacity building and competitiveness of both partners.

Karelia and NIU will jointly design benchmark models based on the capacity building programme results and sell them to any audience visiting NIU as a model of good practice in Finnish higher education approach.

Key responsibilities of NIU

- a. NIU nominates a team of minimum two persons to coordinate the joint RDI operations and benchmark development and sales.
 - o NIU team: Sherzod Mustafakulov and Eldor Sobirjonov
- b. NIU contributes to the joint action plan construction and operations.

Key responsibilities of KARELIA

- a. Karelia nominates a team of minimum two persons to coordinate the joint RDI operations and benchmark development and sales.
 - o Karelia team: Petri Raivo and Liisa Timonen
- b. Karelia coordinates to process to build the joint action plan construction and operations.

5. PROGRAMME ADMINISTRATION AND MONITORING

The programme will be jointly administrated and monitored by the **Programme Management Board** including the operational leaders of the programme at Karelia and NIU and other team members nominated by both partners. Management board reports to the NIU board and Karelia board. The operational leaders work and meet at least twice a month online.

The management board meets in person three times a year first integrated with the capacity building programme (2023-2024) and from 2025 onwards integrated with the joint key actions. The board is chaired in turns based on annual circulation.

Key responsibilities of NIU

- a. NIU nominates the operational leader of the joint programmes and two other members to the management board.
 - o NIU operational leader Nuriddin Muradullaev/Eldor Sobirjonov; members Muhammadsiddiq Amonboev and Oybek Rakhimberdiev
- b. NIU's operational leader works with Karelia's colleague on regular bases following the programme needs.

Key responsibilities of KARELIA

- a. Karelia nominates the operational leader of the joint programmes and two other members to the management board.
 - o Karelia operational leader Liisa Timonen/Marjo Nenonen; members Ulla Asikainen and Mervi Heikkinen
- b. Karelia's operational leader works with NIU's colleague on regular bases following the programme needs.

6. FEES AND PAYMENT PROCEDURES

NIU will pay Karelia an annual 35% commission of the annual tuition fees of all the joint programme students. The fee covers all the actions, output and outcomes mentioned in this agreement. The joint education ventures enable NIU to learn and apply Finnish higher education pedagogy, partnership practices, regional ecosystem collaboration, quality assurance protocol and leadership in all its operations. Thus, the strategic partnership brings remarkable added value into NIU operations strengthening the competitiveness, capacities and image of the university.

- e. The minimum threshold of number of **IB, ICT and IM programme** new student enrolment is 60 students in total on year 2023.

- f. The minimum threshold of number of **IB, ICT and IM programme new** student enrolment is 100 students in total from year 2024 onwards.
- g. When necessary, the gap between the threshold number and present tuition fee paying student number NIU is responsible for compensating the gap to meet with the annual threshold.

NIU's annual payment procedure to Karelia will be described in details in Appendices added to this Agreement. Karelia is not responsible for paying any taxes in Uzbekistan. The percentage share of the tuition fees is followed and discussed annually in the NIU board. When the student numbers grow, the Karelia share will grow based on the board decision.

The commission will be paid by NIU by 1st October every year following the submission of an invoice by Karelia. Karelia will not pay any costs which are not mentioned in this Agreement. Any additional costs must be agreed upon in writing by Karelia.

- o payment by 1st November due to later recruitment time

7. CONFIDENTIALITY AND RESULTS

The partners undertake not to disclose or distribute to any third party any form of confidential information, such as documents, data and information obtained from each other during the execution of the Agreement, which has been identified as confidential by marking the information as "confidential" or should be reasonably understood to be confidential ("Confidential Information").

The confidentiality obligation shall, however, not be applied to material and information that: (a) is generally available or otherwise public; (b) the partner has received from a third party without any obligation of confidentiality; (c) was in the possession of the receiving partner prior to receipt of the same from the other partner without any obligation of confidentiality related thereto; (d) a partner has developed independently without using material or information received from the other partner; or (e) a partner must disclose pursuant to a law, decree, or other order issued by the competent authorities or judicial order.

The receiving partner shall be liable for any unauthorized disclosure of Confidential Information by its subcontractors as of its own. The burden of proof in respect of the non-confidential nature of information lies with the receiving partner.

Results shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, processes, methods, techniques regardless of the form or medium in which it is disclosed or stored and irrespective of whether it is or can be protected by intellectual property rights, and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.

The ownership of the Results shall rest with the partner, in whose activities the Results were created, invented or generated.

The ownership of jointly generated Results shall rest with the partners generating the Results jointly, in the proportion of their contribution to creating such Results. The joint owning partners shall agree separately on detailed conditions for the exploitation of their jointly owned Results. Should the joint owners fail to reach an agreement as regards their jointly owned Results, each joint owner shall be entitled to use the jointly owned Results independently as it sees fit.

8. LIABILITY

The partners shall perform the tasks assigned to them with due care and with the help of skilled professionals. However, no warranty, condition or representation of any kind is made, given or implied in any case as to the sufficiency, accuracy or fitness for particular purpose or similar of the Results and the receiving partner shall be solely liable for the use it puts the Results and the related intellectual property rights.

The Partners shall be liable towards each other for the damage they have caused by a breach of contract. The Partners shall not be liable towards each other for any indirect or consequential loss they have caused. Under all circumstances, the partner's liability shall be limited to € 20.000. The limitations of liability defined herein shall not apply, if the damage is caused by a wilful act or gross negligence.

All claims for damages against a partner shall be made within one (1) year as of the date when the damage occurred or as of the date when the aggrieved partner became aware of the damage. All claims for damages shall be made no later than one (1) year as of the termination of this Agreement.

The partners shall not be liable for any damage, delay or failure to perform caused by a Force Majeure Event. Force Majeure Event means any failure by a partner to perform its obligations under the Agreement caused by an impediment beyond its control, which it could not have considered at the time of the conclusion of the Agreement, and the consequences of which could not reasonably have been avoided or overcome by such partner. A partner shall notify the other partner in writing without delay of a Force Majeure Event as well as of the termination of such Force Majeure Event.

The coronavirus (COVID-19) (hereinafter referred to as the "Coronavirus") has led to restrictions on travelling and assembly in several countries, as well as other exceptional measures. If the Coronavirus or other unexpected difficulty resulting international, national or organisational restrictions make it impossible or unreasonable to initiate or carry out activities in-person under this Agreement, Karelia shall have the right to operate online or terminate or postpone the initiation or implementation of activities under this Agreement without liability to the other partner. Karelia must immediately inform the other partner in writing of said discharging or transfer, as well as the transfer of the estimated duration of this paragraph.

9. DURATION AND TERMINATION OF THE AGREEMENT

The partners shall have the right to terminate the Agreement with immediate effect if a partner commits a material breach of the Agreement and fails to rectify the breach within thirty (30) days from the other partner's written notice. Notice of termination shall be given to the other partner without delay in writing.

Karelia shall have the right to terminate the Agreement with immediate effect if the NIU has a public payment default entry, or if the NIU is placed in or applies for liquidation, arrangement of debts, debt restructuring, or if the NIU applies for or is declared bankrupt.

The partners shall have the right to terminate the Agreement if fulfilling it is delayed by over two (2) months due to a Force Majeure Event.

The Agreement will be terminated by Karelia upon written notice with immediate effect if NIU fails to comply with the content of this Agreement

10. VALIDITY OF THE AGREEMENT

This Agreement shall commence on **22nd February 2023** upon signature by all Karelia and the NIU and shall remain effective until end of 2030. The Agreement and will be subject to review each year in October by the management board, NIU board and Karelia board.

Any amendment to the present Agreement shall be made in writing, in the form of additional documents to be signed by both partners.

The original and only language of this Agreement is English.

11. APPLICABLE LAW AND DISPUTE SETTLEMENT

The Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

The partners shall try to resolve any dispute, controversy or claim concerning or related to the Agreement by negotiations. In the event no settlement can be reached by means of negotiations, any disputes, controversies or claims arising out of or in connection with this Agreement shall be settled by the Northern Karelia District Court (in Finnish "Pohjois-Karjalan käräjäoikeus").

Notwithstanding the foregoing, Karelia may, however, file a suit for any claim against the NIU also in any court having jurisdiction thereof.

12. MISCELLANEOUS

A partner may not assign the Agreement wholly or partly to a third party without obtaining written consent from the other partner unless otherwise agreed upon in the Agreement.

Except to the extent specified below, no amendments or modifications to the Agreement shall be valid unless in writing and signed by duly authorized representative(s) of both partners.

If any provision in the Agreement is found or becomes invalid, unlawful, or unenforceable to any extent, the provision in question will be severed from the remaining provisions of the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. The partners undertake to amicably negotiate a replacement for such provision with a valid and enforceable provision.

The failure of a partner to insist upon the performance of any term or condition of the Agreement or a waiver of any such term or condition will not be deemed to be a waiver of any rights or remedies the partner may have in subsequent similar situations.

CONTACT PERSONS

Karelia University of Applied Sciences

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liisa.timonen@karelia.fi, + 358 50 591 3397

Nordic International University

Dr. Alisher Jurajev, Honorary Consul,

finconsulate.tashkent@gmail.com, +998 91 162 6408

The partners may change the above-mentioned contact persons and contact information by notifying the other partner about the change in writing, for example by e-mail.

SIGNATURES

This Agreement is made and signed in similar copies, one for Karelia and one for NIU. The partners warrant that the persons undersigning the Agreement are authorised to sign for the organisation they represent.

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

Signed for and on behalf of Karelia University of Applied Sciences

Date: 6.9.2023

Signature:  _____

Name: Petri Raivo

Position: President

Signed for and on behalf of Nordic International University.

Date:

Signature:  _____

Name: Sherzod Mustafakulov

Position: Rector