



**ADDENDUM #1  
TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WEST KAZAKHSTAN INNOVATIVE AND TECHNOLOGICAL UNIVERSITY  
URALSK, THE REPUBLIC OF KAZAKHSTAN  
AND  
BOISE STATE UNIVERSITY,  
BOISE, IDAHO, U.S.A.**

ESTABLISHES A STUDENT EXCHANGE, VISITING STUDENT PROGRAM, EXCHANGE  
VISITORS AND DEFINE GUIDELINES FOR A CREDIT TRANSFER PROGRAM

WEST KAZAKHSTAN INNOVATIVE AND TECHNOLOGICAL UNIVERSITY (hereinafter WKITU), located at N. Nazarbayev Avenue, 208, Uralsk, the Republic of Kazakhstan, 090000, and **Boise State University** (hereinafter “Boise State”), located at 1910 University Dr. Boise, ID 83725, U.S.A., wish to enter into mutually beneficial educational and academic exchanges, to the extent that finances permit.

WHEREAS both parties have signed a Memorandum of Understanding (MOU), now they agree on specific initiatives as expressed in this Addendum to the MOU.

WHEREAS, Boise State and WKITU wish to establish a mutually beneficial student exchange and visiting student program, and a credit transfer program;

NOW THEREFORE, in contemplation of the relationship to be established and for valuable consideration, the parties intending to be legally bound agree as follows:

1. **Scope and Purpose of Agreement.** The purpose of this agreement is to promote internationalization by increasing cooperation between the parties, expanding scholarly ties, and promoting cultural exchanges between the students of the two universities.
2. **Definitions.** For purposes of this agreement, “home institution” refers to the institution where the student is enrolled in a degree-seeking program and intends to graduate from. “Host institution” refers to the institution where the student is placed, under the terms of this agreement, for a set period of academic study. WKITU and Boise State may collectively be referred to herein as “institutions” or each an “institution.”
3. **Term of Agreement.** This agreement shall be effective for five (5) years, effective January 31, 2025. This Agreement may be renewed by mutual written agreement signed by both parties. The institutions will regularly review the exchanges created under this agreement to assess the desirability and feasibility of continuing the relationship. This agreement may be terminated by



mutual consent in writing or by either institution by written notice to the exchange officer of the other institution one year prior to the date of proposed termination.

## **STUDENT EXCHANGES AND VISITING STUDENTS**

The institutions agree to exchange students for one or two semesters, based on the principle of reciprocity and balance. Boise State students may study at WKITU during a regular semester or an academic year. Similarly, WKITU students may study at Boise State during Fall or Spring semester in any discipline, granted the courses are open and the student meets the necessary pre-requisite courses.

In principle, a student who studies for one semester at the host institution will generate a one-semester exchange vacancy at the home university. Student exchanges and visiting students will observe the following principles:

1. Exchange students will be permitted to enroll in any available course at the host university granted the student has completed all pre-requisite courses and met language proficiency. Students will enjoy the same privileges and will be subject to the same rules and regulations relative to domestic students.
2. To be approved for the exchange, the student must be degree-seeking at the home university for at least two entire academic years prior to the exchange. The home university will accept the credits earned at the host university as specified in a prior-approval course enrollment form, negotiated between the student and the home university. Accepting the credits earned at the host university will be subject to compliance with any applicable laws, regulations, or policies of either institution, will count such credits toward the student's academic progress. The selection for or participation in the exchange does not lead to a degree at the host institution.
3. Each university will determine its own method of selecting students. The host university reserves the right to officially admit an exchange or visiting student who has been recommended by the home university.
4. To receive academic admission to Boise State, WKITU students must meet English language proficiency, as indicated in the Boise State International Admission website: <https://www.boisestate.edu/global-international>.
5. Boise State students attending WKITU for a semester may register for any courses taught in English or Kazakh (or Russian) language courses, where available. WKITU students attending Boise State for a semester must enroll in courses that constitute academic progress at the home university.
6. When the exchange is within balance, students will pay tuition and fees at the home institution. In this case, students shall not be required to pay additional tuition or fees at the host institution. Boise State students going to WKITU will pay the student health insurance that is recommended by the WKITU and all living expenses, including but not limited to student housing, meals, and personal expenses. Further, certain Boise State classes may require lab fees and course enrollment



fees, as listed on this page: <https://www.boisestate.edu/sfs/boise-state-university-fees/other-fees-that-may-apply/>. In such case, WKITU students going to Boise State will be responsible for paying these fees. No refund of fees will be made if a student is unable to complete his or her courses.

7. If the exchange is out of balance, WKITU students may join Boise State as “visiting students”. In such event, students will be admitted as non-degree seeking and pay tuition and fees corresponding to non-resident students. In consideration of the partnership between the two institutions, WKITU students will receive a scholarship of \$3,000 awarded by Boise State, per semester for a limit of two semesters. Additional fees may be charged for courses fees, program fees, ID cards, and similar special fees, as listed on the following link: <https://www.boisestate.edu/sfs/boise-state-university-fees/other-fees-that-may-apply/>. No refund of fees will be made if a student is unable to complete his or her courses. There is no limit and no balance expectation on the number of visiting students to Boise State.
8. If the exchange is out of balance, Boise students may join WKITU as “visiting students”. In such event, students will be admitted as non-degree seeking and pay tuition and fees corresponding to non-resident students. No refund of fees will be made if a student is unable to complete his or her courses. There is no limit and no balance expectation on the number of visiting students.
9. Each student will be responsible for the cost of his/her own living arrangements and the health insurance:
  - a. For Boise State students going to WKITU, WKITU will provide students with reasonable assistance to find accommodation in Uralsk.
  - b. WKITU students going to Boise State may, if they so choose, apply for accommodation at Boise State housing. Boise State housing accommodation is subject to the application process and availability. Alternatively, they may make their own arrangements for off-campus housing.
10. All students participating in the exchange must be enrolled full-time during the exchange. WKITU agrees to assist in monitoring that Boise State students who receive U.S. federal and state financial aid remain enrolled full-time each semester. At Boise State, this means students must take the equivalent of 12 U.S. credits in a semester or 6 U.S. during a summer term. Similarly, according to U.S. student visa regulation, WKITU students will be enrolled at Boise State in a minimum of 12 U.S. credits each semester or 6 credits in the summer term.
11. The institutions agree to notify each other if a student drops below full-time enrollment and whether a student withdraws from semester classes prior to the end of the semester. WKITU agrees to comply with all requests for additional enrollment information as quickly as possible so Boise State can make the necessary adjustments to financial aid and work with the student on repayment, if applicable.
12. The institutions agree to appoint a coordinator to manage this agreement. For Boise State, this



responsibility will reside in the Center for Global Engagement. At WKITU, this responsibility will reside in Office of Science and International Relations.

### **EXCHANGE VISITOR PROGRAM FOR FACULTY AND ADMINISTRATIVE STAFF**

The parties will seek to exchange faculty and administrative staff (hereinafter "exchange visitor") for joint educational and research purposes to strengthen programs in which there is a need for special expertise and to strengthen academic cooperation in general. The exchange visitor program will be governed by the following principles.

1. Boise State and WKITU will consider each request for the exchange of faculty or administrative staff on an individual basis.
2. Exchange visitors will be nominated by the responsible office at the home university. The nomination will specify the length of stay intended for each visitor and will outline the proposed program and objectives.
3. Exchange participants who are faculty researchers will be granted access without charge to library materials necessary for academic pursuits, as well as archives and laboratories required to conduct research, where available and appropriate. Researchers who join Boise State under this agreement may be required to sign an Export Control Agreement or similar attestation, upon arrival and prior to initiating activities at Boise State.
4. Travel arrangements and the cost of travel for exchange participants between Boise State and WKITU are the responsibility of each participant.
5. Unless the WKITU exchange visitor joins Boise State with the sole purpose of learning English as a Second Language, it is required that the participant demonstrate sufficient English language proficiency as shown in an interview conducted via video conference between the interested WKITU exchange visitor and Boise State staff and faculty member. The purpose of this interview is to ensure a productive experience, as required by the U.S. Department of State Exchange Visitor Program (at least level B2 according to the CEFR). Conversely, unless the Boise State faculty or administrative staff joins WKITU with the purpose of teaching English, it is expected that she or he speak fluently in Kazakh or Russian to ensure a productive exchange.
6. Exchange visitors must purchase comprehensive health insurance valid in the host country. The host university will assist participants in obtaining such coverage. Each exchange participant will be responsible for the cost associated with such insurance.
7. Each receiving academic department (or Department Chair) will provide office space and access to computer to conduct the activities associated with the exchange as far as the financial, legal, and factual conditions permit.



8. The faculty and administrative staff member who participates in this exchange will maintain his or her affiliation to the home university and will continue to receive his or her monthly salary, throughout the exchange.
9. The host university will assist in finding appropriate housing for the exchange visitor for the complete duration of the exchange. The expenses associated with housing will be personal responsibility of the exchange visitor. When possible and pertinent, housing exchanges will be arranged through consultation with the academic department.
10. No expenses associated with travel and accommodation of individuals accompanying the faculty member will be borne by the host university.
11. The parties will evaluate on an annual basis the exchange visitor program.

### **MUTUAL OBLIGATIONS AND ONGOING SUPPORT**

1. The Host Institution will provide appropriate support services to students, including a mandatory orientation before the start of the semester. In addition, both institutions commit to address any emergency that may arise and to apply their earnest effort and coordinated safety evaluation for all participants.
2. The institutions will exchange at least once a year publication containing up-to-date information regarding international admission and contact information. Such information should include practical matters relevant to the exchange including but not limited to details of the insurance provided by the host university, course availability, fees, program dates and contact information.

### **CREDIT TRANSFER PROGRAM**

Both universities agree to participate in a credit transfer program (hereinafter "the Program") whereby WKITU students may wish to transfer credits from WKITU and obtain a Boise State degree in any of the majors and disciplines taught at Boise State. WKITU students interested in the Program will attend Boise State and complete academic credits and all requirements leading toward

a Boise State degree. The Program will be governed by the following guidelines:

1. The Program requires that both institutions sign a course and credit articulation agreement based on WKITU courses and Boise State core and degree requirements. Each major will require a separate course articulation agreement. Course articulations will constitute an Addendum to the MOU signed by the institutions. Only after both institutions sign the addendum will WKITU students be admitted into the Program.
2. Upon admission to the Program and transferring credits for academic progress, WKITU students may receive a Boise State degree, after meeting all requirements for graduation,



including English, core and major courses. The duration of the Program at Boise State will be at a minimum two years.

3. Boise State can award a degree diploma to students transferring from WKITU only after the student has completed all graduation requirements at Boise State and WKITU.
4. WKITU students will enroll in Boise State courses, subject to successfully completing prerequisites and meeting Boise State's English language proficiency requirement. WKITU students will enjoy the same privileges and have the same obligations and responsibilities as domestic students do on campus. The student is responsible for knowing and observing all academic regulations and requirements related to the degree program he/she is pursuing.
5. WKITU's Office of Science and International Relations will define the student selection method and nominate students into the Program, after careful selection. Boise State reserves the right to make the final admission decision based on the student's qualifications.
6. WKITU students participating in the Program must possess the required English language proficiency to attend Boise State, as measured in a score of 6.0 on the IELTS or 68 on TOEFL IBT. In addition, depending on the major, Boise State may wish to conduct oral interviews to each application to assess fit for the program.
7. Students who do not meet the English proficiency may be admitted into the Program with the condition to first enroll in Intensive English Program (IEP) courses or Pathway program. When the student completes the IEP requirements or when the IEP instructors deem appropriate, she/he will be allowed to enroll in academic courses. In such event and depending on the English level, the student might need to spend from one to three semesters in the IEP prior to starting the Program.
8. WKITU students will pay tuition and fees corresponding to non-resident students. In consideration of the partnership between the two institutions, WKITU students will receive a scholarship of \$3,000, per semester for a limit of four semesters. This scholarship applies when the student is enrolled fully in academic courses and excludes the semester(s) in which the student may be enrolled in the Pathway Program. Additional fees may be charged for courses fees, program fees, ID cards, and similar special fees, as listed on the following link: <https://www.boisestate.edu/sfs/boise-state-university-fees/other-fees-that-may-apply/>. No refund of fees will be made if a student is unable to complete his or her courses. There is no limit and no balance expectation on the number of visiting students to Boise State.
9. Each student will be responsible for the cost of his/her travel to and from the U.S.A., living expenses and health insurance while at Boise State. WKITU students may, if they so choose, apply for accommodation in Boise State housing. Alternatively, students may also make their own arrangements for off-campus housing.
10. According to U.S. student visa regulations, WKITU students will be enrolled in a minimum



of 12 U.S. credits each semester or 6 credits in a summer term at Boise State. Similarly, in accordance to regulations of the international student visa program (F-1), Boise State, through its Career Services division will assist students to identify employment opportunities to fulfill Curricular Practical Training and Optional Practical Training opportunities.

### **STUDENT RECORDS**

1. Under state and U.S. federal laws protecting the privacy of student education records, Boise State may not disclose education records of a student enrolled as an exchange student without the student's written permission.
2. The host institution will provide students with information explaining how to request a final transcript indicating the number of courses, number of credits and student's performance in each course taken. It is incumbent on each student participating to formally request their transcript at the end of each semester. The host institution will provide the home institution with transcripts and documentation regarding the students' academic performance during the exchange period only upon the student's request.

### **LEGAL INDEMNITIES AND NONDISCRIMINATION/EQUAL OPPORTUNITY.**

1. No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange.
2. Both institutions subscribe to a policy of non-discrimination, anti-harassment, equal opportunity and will not discriminate on the basis of race, ethnicity, color, religion, age, national origin, physical or mental disability, veteran status, genetic information, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, or any other status protected under applicable federal, state or local law. Both institutions also prohibit sexual misconduct, domestic and dating abuse and violence and stalking. In accordance with laws and regulations applicable to Boise State and Boise State Policy Number 1065, available here, <https://www.boisestate.edu/policy/governance-legal/sexual-harassment-dating-violence/> and Policy 1060, available <https://www.boisestate.edu/policy/governance-legal/non-discrimination-and-anti-harassment-policy>, Boise State must promptly and fairly investigate allegations of discrimination, harassment, sexual harassment, sexual misconduct, domestic/dating violence and stalking in accordance with the Policies and applicable laws. WKITU agrees to cooperate with Boise State in the event of an investigation and any resulting actions required to be taken as a result of such investigation, in accordance with applicable laws, policies and regulations.
3. Violation of the host institution regulations or host country laws will subject students to immediate withdrawal from academic studies, which would have a negative impact on the student's ability to remain in the U.S.A. or in the Republic of Kazakhstan. A student who has been dismissed from the Program is not eligible for any monetary refund either from the home or the host institution. Dismissal or withdrawal from Boise State shall take place in accordance with all applicable Boise



State, College, or Program policies and procedures.

## NOTICES

The official language of all correspondence between the partner institutions will be English. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or via registered or certified mail, or by overnight or expedited delivery, addressed as follows:

### **For Boise State University:**

Center for Global Engagement  
Boise State University  
1910 University Drive  
Boise, Idaho 83725-1145 USA

cc: Office of the General Counsel  
Boise State University  
1910 University Drive  
Boise, Idaho 83725 USA

### **For WKITU:**

Office of Science and International Relations  
WEST KAZAKHSTAN INNOVATIVE AND TECHNOLOGICAL UNIVERSITY  
090000, N.Nazarbayev Avenue, 208  
Uralsk, the Republic of Kazakhstan

## MISCELLANEOUS

1. The relationship of Boise State and **WKITU** under this Agreement shall be that of independent contractors, and a party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Boise State nor **WKITU** shall be liable for acts of students participating in the exchange.
2. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby. Both parties represent and warrant that they have pursued and obtained any approvals or registrations necessary in the institution's jurisdiction and satisfied any conditions required by law or regulation, including requirements of any ministry of education or similar governing institution, to effectuate the purposes and obligations of this Agreement or otherwise for this Agreement, including any degrees to be granted in accordance with this Agreement, to be valid. The Institutions agree to



cooperate in good faith and to provide any further assurances necessary to effectuate this provision.

3. This Agreement contains the entire agreement between the institutions and supersedes any previous agreements, whether written or oral, between the institutions.
4. In the event of any controversy, dispute, or claim arising from or in connection with any provision or the substance of this Agreement, the parties will exhaust all methods to settle their differences amicably between themselves by referring the disputed matter to their respective designated representatives for discussion and resolution. Either party may initiate such formal dispute resolution by sending written notice of the dispute to the other party.
5. In the course of this Agreement, **WKITU** will not process personal information on behalf of Boise State and Boise State will not be processing any personal information on behalf of **WKITU**. **WKITU** and Boise State shall each independently determine the purposes and means of handling any personal information that is handled in the course of the Agreement. Parties shall make available to each other reasonable information necessary to demonstrate compliance with the obligations of any PI Protection Requirements and any other applicable laws or restrictions on information transmission into or outside of the Party's country. Before any data containing Personal Information will be transmitted by one Party to the other Party in furtherance of the activities provided for in this Agreement, both Parties agree to be responsible for compliance with regard to such Personal Information relative to their own respective obligations under applicable PI Protection Requirements, including but not limited to, the signing of additional data handling addendums to this Agreement and seeking appropriate data privacy consents from students or others as may be required. "PI Protection Requirements" means any applicable data privacy regulations or legal requirements of an institutions' home nation, as well as applicable provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Information and on the free movement of such data and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), and other applicable laws, regulations, and other legal requirements relating to (a) privacy and information security; or (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other handling of any Personal Information.
6. **WKITU** hereby certifies that it is not currently owned or operated by the People's Republic of China led by the Chinese Communist Party and will not for the duration of the Agreement be owned or operated by the People's Republic of China. This certification is made solely for the purpose of allowing Boise State to enter into this Agreement in accordance with legal requirements applicable to Boise State.
7. The Parties acknowledge that the regulations of the United States Department of Education (the "Department"), among other things, restrict the manner in which institutions that participate in the student financial assistance programs authorized by Title IV of the Higher Education Act may compensate persons and entities involved in student recruiting, enrollment admissions, retention and related activities, and that the Department may, during the Agreement Term, further revise



and/or interpret such regulations in such a way that such regulations could affect the legal feasibility of this Agreement. Similarly, there may be other educational laws, regulations or restrictions, or academic accreditation requirements imposed upon Boise State that could materially and adversely affect the ability of one or both of the Parties to perform their respective obligations under this Agreement. If compliance with such laws, regulations or restrictions, or interpretations, including a decision by an accrediting body to either not accredit or to withdraw accreditation from a program or from Boise State, requires material changes to the programs or obligations of the Parties, then the Parties shall negotiate in good faith to modify this Agreement as necessary to comply with such legal and/or accreditation requirements.

8. Each Party agrees that, in connection with this Agreement, it will not intentionally take any action, or omit to take any action, which would knowingly cause another Party to be in violation of the applicable laws of the United States (U.S.), including but not limited to U.S. nondiscrimination laws, export control and anti-boycott laws and regulations and the U.S. Foreign Corrupt Practices Act, or the applicable laws of **WKITU**'s country. It is Boise State's intention to abide by the applicable restrictions of the Office of Foreign Assets Control ("OFAC") U.S. Embargoes and Sanction Programs, which may include financial transactions of any kind, and/or providing services of any kind, including consulting services. Furthermore, Boise State will not engage with parties or entities on any U.S. Government Watch List of Restricted or Denied Parties. Boise State reserves the right to immediately terminate this Agreement if an identified restricted or denied party or entity is engaged.
9. Each Party (including, if and as applicable, its members, trustees, directors, officers and employees) agrees that it will comply with all applicable U.S. and non-U.S. law anti-bribery measures, such as the Foreign Corrupt Practices Act (15 U.S.C. Sections 78 dd-1, et seq.). Neither Party will directly or indirectly offer, give, promise to give or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.
10. Each Party agrees that its employees, permitted subcontractors, and other agents or representatives shall not intentionally or negligently make any misrepresentation concerning Boise State, including the nature of its educational program, its financial charges, the employability of its graduates, or its relationship with the U.S. Department of Education, as proscribed by 34 C.F.R. 668 subpart F ("Misrepresentation Rule"). If a Party learns of a possible or actual misrepresentation made to a student or potential student of Boise State by an employee or agent of that Party, that Party will take all appropriate actions to assure that (i) the specific misrepresentation has been adequately corrected and (ii) similar misrepresentations will not take place in the future. Each Party shall require any subcontractor or other agent or representative providing services to agree to requirements similar to those set forth in this Section, and each Party is responsible for the compliance of its subcontractors.



**AUTHORITY**


This Agreement shall become effective upon approval and signature by the authorized signatories to this Agreement. Each Party represents and warrants the party signing below is duly authorized with authority to bind such Party to the terms of this Agreement. Each party further consents to electronic signatures and agrees such signatures shall have the same force and effect as ink signatures, to the maximum extent permitted by law.

IN WITNESS WHEREOF, the authorized representative(s) of both institutions have executed two copies of this Agreement.

**FOR WEST KAZAKHSTAN  
INNOVATIVE AND TECHNOLOGICAL  
UNIVERSITY**

**FOR BOISE STATE UNIVERSITY**

  
\_\_\_\_\_  
BEKBULAT SILAKESHEV, Candidate of  
Technical Sciences  
the University President  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
JOHN BUCKWALTER, PH.D.  
Provost and Vice President for Academic  
Affairs  
Date: 2-18-25