

MEMORANDUM OF UNDERSTANDING

between

TASHKENT STATE UNIVERSITY OF LAW (TSUL)

and

GRADUATE SCHOOL OF LAW (GSL), NAGOYA UNIVERSITY

and

CENTER FOR ASIAN LEGAL EXCHANGE (CALE), NAGOYA UNIVERSITY

This Memorandum is made and entered into this day between (1) Tashkent State University of Law, (2) Graduate School of Law Nagoya University, and (3) Center for Asian Legal Exchange, Nagoya University.

WHEREAS, The Tashkent State University of Law (hereinafter referred to as "TSUL"), Graduate School of Law (hereinafter referred to as "GSL"), Nagoya University, and Center for Asian Legal Exchange (hereinafter referred to as "CALE"), Nagoya University acknowledge their strong mutual friendship and existing collaboration; and

WHEREAS, TSUL, GSL, and CALE (hereinafter known individually as a "Party" and collectively as the "Parties") desire to enrich their respective educational and research programs and to strengthen and expand the mutual contacts between themselves;

NOW THEREFORE, in order to promote cooperation and exchange in education and research, the Parties hereby agree to the following:

Article 1.

Spheres of cooperation

The Parties will endeavor to promote the following types of collaboration:

1. Collaborative teaching and organizing joint educational programs, trainings, seminars and conferences.
2. Collaborative research and publication of scientific articles in the law journals of the Parties.
3. Exchange of academic staff.
4. Exchange of research fellows.
5. Exchange of publications.

Article 2.

Activities under this Memorandum of Understanding

Activities taking place under this Memorandum of Understanding (hereinafter referred to as "MOU") will be initiated primarily by academic units within each Party, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each Party. Teaching beyond occasional lectures must be approved by the appropriate units within each Party.

Article 3.
Planning and Management of Activities

Each distinct collaboration activity or specific activities resulting from this Memorandum of Understanding may require separate relevant agreements. All parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

Article 4.
Responsible for Coordination of Interaction

Parties determine as responsible persons for interaction and timely notification the following persons: (1) Rector of the TSUL, (2) Dean of the GSL, and (3) Director of the CALE.

Article 5.
Informing on Activities

Parties in a timely manner, through the appointed responsible persons, notify about events, training opportunities, scholarships and grants, possibilities of joint participation in research programs, send invitations and ensure systematic and constant interaction for the period of validity of this MoU.

Article 6.
Funding of Activities

Collaborating units are encouraged to work together to identify and secure outside funding as needed. Financial arrangements and obligations for each activity shall be stipulated in separate agreements or discussed and agreed prior to the initiation of any such activity.

Article 7.
Nondiscrimination

All Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of TSUL, GSL, and CALE, or by government authorities. Neither Party discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. All Parties shall abide by these principles in the administration of this MOU, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.

Article 8.
Intellectual Property Rights

This MOU does not cover the cooperation related to generation of intellectual property, but covers research and academic cooperation in this sphere. Any intellectual property generated shall be covered under a separate agreement.

Article 9.
Use of Name, Logo, and Mark

Neither Party may use the name, logo, or mark of the other in any promotional or advertising material (including but not limited to website postings, public announcements and program brochures) without the prior written consent of the other Party pursuant to each Party's policies.

Article 10.
Evaluation of Collaboration

All specific programs or projects undertaken pursuant to this MOU will be subject to mutual periodic evaluation by each Party's appropriate stakeholders.

Article 11.
Dispute Resolution

Any disputes which can occur between Parties during realization or understanding of this MOU will be solved through negotiations.

Article 12.
Amendments and changes

Amendments and additions which are considered as an integral part of this MOU can be made by agreement of all Parties.

Article 13.

This Memorandum becomes effective from the date of the signatures below and will be in existence for a period of five years, may be renewed by mutual consent of the Parties in writing prior to the date of expiry.

For this purpose, the responsible parties will be the Deputy Rectors (both Academic and International) of TSUL, the Dean of GSL, and the Director of CALE.

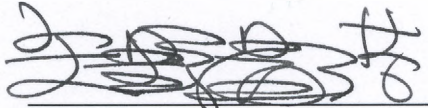
The Memorandum places no financial or legal obligations on either of the parties, nor does it create any legal relationship between them.

On the date of coming into effect of this MoU, "the Memorandum on Cooperation between the Tashkent State University of Law and the Graduate School of Law, Nagoya University" (effective from May 12, 2014) is repealed.

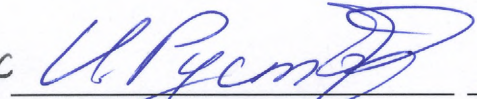
The MOU is signed in two originals of this MOU in English and Uzbek languages, both of them are authentic and the main one is English.

**GRADUATE SCHOOL OF LAW,
NAGOYA UNIVERSITY**

**TASHKENT STATE UNIVERSITY
OF LAW**


Masahiro Yano
Dean

3/5/2024
Date

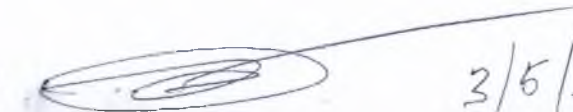

Islambek Rustambekov
Acting Rector

3/5/24
Date

**CENTER FOR ASIAN LEGAL
EXCHANGE (CALE),
NAGOYA UNIVERSITY**

村上正子
Masako Murakami
Director

3/5/2024
Date


Bakhshillo Khodjaev
Vice Rector

3/5/24
Date

**TOSHKENT DAVLAT YURIDIK UNIVERSITETI
(O‘zbekiston Respublikasi),**

**NAGOYA UNIVERSITETINING OLIY HUQUQ MAKTABI
(Yaponiya)**

va

**NAGOYA UNIVERSITETI OSIYO HUQUQINI TADQIQ QILISH MARKAZI
(Yaponiya)**

o‘rtasida

ANGLASHUV MEMORANDUMI

Mazkur Memorandum (1) Toshkent davlat yuridik universiteti, (2) Nagoya universitetining Oliy huquq maktabi va (3) Nagoya Universitetining Osiyo huquqini tadqiq qilish markazi tomonidan 2024 yil 5 Martkunidan boshlab tuzilgan va imzolangan.

Toshkent davlat yuridik universiteti (keyingi o‘rinlarda – TDYU), Nagoya universitetining Oliy huquq maktabi (keyingi o‘rinlarda – GSL) va Nagoya Universitetining Osiyo huquqini tadqiq qilish markazi (keyingi o‘rinlarda – CALE) o‘zaro do‘stlik va hamkorlikni e‘tirof etadilar; va

TDYU, GSL va CALE (keying o‘rinlarda yakka tartibda “Tomon” va birgalikda “Tomonlar” deb yuritiladi) o‘zlarining tegishli ta’lim va tadqiqot dasturlarini kengaytirish hamda har uch Tomon o‘rtasidagi o‘zaro aloqalarni mustahkamlash istagini bildiradilar;

Shu munosabat bilan, ta’lim va tadqiqot sohasida hamkorlik va akademik mobillikni rag‘batlantirish maqsadida Tomonlar quyidagilarga kelishdilar:

1-modda.

Hamkorlik sohalari

Tomonlar hamkorlikning quyidagi sohalarini rivojlantirishga intiladilar:

1. O‘quv va birgalikdagi ta’lim dasturlari, trening, seminar va konferensiyalar tashkil etish bo‘yicha o‘zaro hamkorlik.
2. O‘zaro hamkorlikda tadqiqotlar olib borish hamda tomonlar qoshidagi huquq jurnallarida ilmiy maqolar chop etish.
3. Professor-o‘qituvchilar almashinuvi dasturi.
4. Ilmiy tadqiqotchilar almashinuvi dasturi.
5. Ilmiy nashrlar almashinuvi dasturi.

2-modda.

Ushbu anglashuv memorandumi doirasida amalga oshiriladigan tadbirlar

Ushbu anglashuv memorandumi (keyingi o‘rinlarda “Memorandum” deb yuritiladi) asosida amalga oshiriladigan tadbirlar asosan har bir Tomondagi tarkibiy bo‘linmalar, hamda xalqaro faoliyat bilan shug‘ullanuvchi tegishli tarkibiy birliklar bilan kelishilgan holda amalga oshiriladi. Amalga oshiriladigan barcha tadbirlar har bir Tomondagi siyosat va ichki jarayonlarga mos kelishi kerak. Ma’ruzalardan tashqari o‘qitish har bir Tomonning tegishli tarkibiy bo‘linmalari tomonidan tasdiqlanishi kerak.

3-modda.

Faoliyatni rejalashtirish va boshqarish

Ushbu Memorandumdan kelib chiqadigan har bir hamkorlik faoliyati yoki alohida faoliyat tegishli tartibda qo'shimcha kelishuvlarni talab qilishi mumkin. Barcha tomonlar har bir moliyaviy kelishuvni muhokama qilish kerakligini va faoliyatni amalga oshirish mablag' mavjudligiga bog'liqligini tushunishadi.

4-modda.

O'zaro hamkorlikni muvofiqlashtirish uchun javobgarlik

Tomonlar o'zaro hamkorlik qilish va boshqa tomonni faoliyat to'g'risida o'z vaqtida xabardor qilish uchun mas'ul shaxslar sifatida quyidagilarni belgilaydi: (1) TDYU rektori, (2) GSL dekani va (3) CALE direktori.

5-modda.

Faoliyat haqida ma'lumot berish

Tomonlar, o'z vaqtida tayinlangan, mas'ul shaxslar orqali tadbirlar, o'quv imkoniyatlari, stipendiyalar hamda grantlar, ilmiy-tadqiqot dasturlarida birgalikda ishtirok etish imkoniyatlari to'g'risida boshqa tomonni xabardor qiladilar, taklifnomalar yuboradilar va ushbu Memorandumning amal qilish muddati davomida tizimli va doimiy hamkorlikni ta'minlaydilar.

6-modda.

Faoliyatni moliyalashtirish

Tomonlar zaruratga qarab tashqi moliyalashtirish manbalarini aniqlash va ushbu manbalar bilan faoliyatni ta'minlash uchun hamkorlikda ishlashni rag'batlantiradilar. Har bir faoliyat uchun moliyaviy kelishuvlar va majburiyatlar alohida shartnomalarda nazarda tutilgan yoki har qanday faoliyat boshlanishidan oldin muhokama qilingan va kelishilgan bo'lishi kerak.

7-modda.

Kamsitishlarga yo'l qo'ymaslik

Tomonlar amaldagi qonunlar, nizomlar, kodekslar yoki ko'rsatmalardan kelib chiqib, barcha shaxslar TDYU, GSL, va CALE tomonidan belgilab qo'yilgan tegishli tartib-qoidalariga asosan salohiyati, ish ko'rsatkichlari yoki malakasiga aloqador bo'lmagan shaxsiy xususiyatlardan qat'iy nazar dasturlar, obyektlar, o'qishga qabul qilish va ishga joylashish borasida teng huquqlarga ega bo'lish siyosatiga amal qiladilar. Hech qaysi tomon hech kimni yoshi, irqi, rangi, kelib chiqishi, millati, dini, e'tiqodi, harbiy xizmati, faxriylik holati, jinsi, oilaviy ahvoli, homiladorligi, homiladorlik bilan bog'liq boshqa holatlari, jismoniy yoki aqliy nogironligi, jinsiy tegishliligi, irqiy ma'lumotlari yoki siyosiy qarashlari sabab kamsitmaydi. Tomonlar ushbu Memorandumni amalga oshirishda belgilangan tamoyillarga amal qilishadi va hech bir tomon mutaxassislariga, professor-o'qituvchilarga, talabalarga va xodimlarga nisbatan ushbu kamsitishlarga yo'l qo'ymaslik tamoyillarini buzadigan mezonlar qo'ymaydi. Ushbu Memorandumda keltirilgan hech bir tushuncha tomonlarga ruxsat berish maqsadida mavjud qonunlar, Nizom, kodeks yoki ko'rsatmalarni buzish majburiyatini yuklamaydi.

8-modda.
Intellektual mulk huquqlari

Ushbu Memorandum intellektual mulkni yaratish bilan bog'liq munosabatlarni qamrab olmaydi, balki mazkur sohada tadqiqot va ilmiy hamkorlikni amalga oshirishni qamrab oladi. Yaratilgan intellektual mulk alohida kelishuv asosida tartibga solinadi.

9-modda.
Nom, logotip va belgidan foydalanish

Har bir Tomonning tartib-qoidalariga asosan hech bir Tomon boshqa Tomonning yozma rozilgisiz har qanday promo yoki reklama materialida (shu bilan cheklanmagan holda veb-saytlardagi e'lonlar, ommaviy e'lonlar va dastur broshyuralarida) ikkinchi tomonning nomi, logotipi yoki belgisidan foydalanishi mumkin emas.

10-modda.
Hamkorlikni baholash

Ushbu Memorandumga muvofiq amalga oshirilgan barcha dasturlar yoki loyihalar har bir Tomonning tegishli manfaatdor bo'linmalari tomonidan o'zaro davriy baholanishi kerak.

11-modda.
Nizolarni hal qilish

Ushbu Memorandumni amalga oshirish yoki sharhlash paytida Tomonlar o'rtasida yuzaga kelishi mumkin bo'lgan har qanday nizolar muzokaralar yo'li bilan hal qilinadi.

12-modda.
Qo'shimchalar va o'zgartirishlar kiritish

Ushbu Memorandumning ajralmas qismi hisoblangan qo'shimcha va o'zgartirishlar barcha Tomonlarning kelishuvi bilan kiritilishi mumkin.

13-modda.

Ushbu Memorandum imzolangan kundan boshlab kuchga kiradi va besh yil davomida amal qiladi, hamda Tomonlarning o'zaro roziligi asosida muddati tugashidan oldin yozma ravishda yangilanishi mumkin.

Shu maqsadda mas'ul Tomonlar TDYU prorektorlari (Ilmiy va Xalqaro), GSL dekani va CALE direktori hisoblanadi.

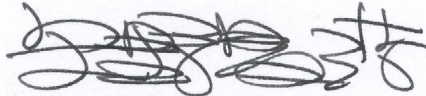
Memorandum Tomonlarga moliyaviy yoki qonuniy majburiyatlarni yuklamaydi va ular o'rtasida hech qanday huquqiy munosabatlarni keltirib chiqarmaydi.

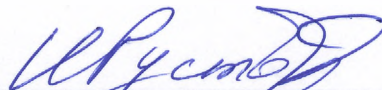
Ushbu Memorandum kuchga kirgan kundan boshlab "Toshkent davlat yuridik universiteti va Nagoya universiteti Oliy huquq maktabi o'rtasidagi hamkorlik Memorandumi" (2014-yil 12-maydan kuchga kirgan) o'z kuchini yo'qotadi.

Ushbu Memorandum har bir tomon uchun ikki asl nusxada Ingliz va O'zbek tillarida imzolangan bo'lib, Memorandum qoidalarini talqin qilishda nomuvofiqlik yuzaga kelgan taqdirda, Tomonlar ingliz tilidagi matnga murojaat qiladilar.


**NAGOYA UNIVERSITETINING
OLIV HUQUQ MAKTABI**


**TOSHKENT DAVLAT YURIDIK
UNIVERSITETI**

 3/5/2024 Sana
Masahiro Yano
Dekan

 3/5/24 Sana
Islambek Rustambekov
Rektor v.v.b.

**NAGOYA UNIVERSITETI OSIYO
HUQUQINI TADQIQ QILISH
MARKAZI**

 3/5/2024 Sana
Masako Murakami
Direktor

 3/5/24 Sana
Baxshillo Xodjayev
Prorektor