

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**MONGOLIAN NATIONAL CHAMBER  
OF COMMERCE AND INDUSTRY (MNCCI)**

**AND THE**

**AUSTRIAN FEDERAL INSTITUTE  
FOR INTERNATIONAL TRANSFER OF EDUCATION, TRAINING  
AND TECHNOLOGY (BIB)**

**ON A**

**COOPERATION IN THE FIELD OF  
EDUCATION, TRAINING AND KNOW-HOW TRANSFER**

The Mongolian National Chamber of Commerce and Industry (MNCCI) and the Austrian Federal Institute for International Transfer of Education, Training and Technology (BIB),

- Eager to promote and to deepen long-term cooperation to the mutual benefit, herewith perceiving the provided opportunities in the field of education, training and know-how transfer,
- Appreciating projects within the framework of the program for expansion, modernizing and privatization of Mongolia,
- Affirming a privileged character to transfer of education, training and know-how within the framework of existing agreements between Mongolia and Austria,
- Having the intent to realize the positive results of discussions conducted on high levels,

have agreed as follows:

### Article 1

- 1) The purpose of the cooperation in the field of transfer of education, training and know-how shall be to promote and to professionalize the commercial transfer of education, training and know-how in the framework of current or future industry-related projects. The realization of projects aiming at the improvement and the extension of Mongolian facilities of infrastructure shall be considered of being especially important herewith.
- 2) The aforementioned commercial projects containing a high degree of education and training respectively know-how transfer shall be specified amicably by the both parties within the framework of the Joint Working Group specified in Article 2 and shall be put down in form of a list of projects according to joint definition at any time.
- 3) The collaboration in the sphere of transfer of education, training and know-how shall be implemented within the existing bilateral Mongolian-Austrian conventions.

### Article 2

- 1) To ensure a structured project implementation in terms of the above-mentioned objectives, the parties to the contract agree to establish a Joint Working Group being charged with
  - a) Recording and evaluating all bilaterally significant commercial projects;
  - b) Specifying and subsequently evaluating the components of education and training as well as the share of know-how transfer within the aforementioned projects;
  - c) Coaching and supporting these projects within the mentioned framework;
- 2) The members of the aforementioned Joint Working Group shall be the both parties to the present Memorandum of Understanding as well as representatives of necessary institutions and companies being appointed in a project-related manner.
- 3) The Joint Working Group shall meet in Mongolia or in Republic of Austria upon justified request of one of the parties to the present Memorandum of Understanding.

### Article 3

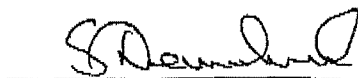
- 1) The Federal Institute for International Transfer of Education, Training and Technology (BIB) supports the commercial transfer of education, training and know-how within the framework of jointly defined bilateral projects according to Article 2 in special consideration of the desires and requirements of the Mongolian side as follows:
  - a) Promotion of a project-related collaboration between Mongolian and Austrian universities and research facilities with the purpose of the exchanging significant results in the field of transfer of education;
  - b) Promotion of a projects-related collaboration with Austrian "universities of applied sciences" with the objective to support the Mongolian educational system specifically on a project-related basis;

- c) Project-related support through collaboration with Austrian academies and schools;
  - d) Facilitation of project-specific courses in the framework of advanced training courses in Mongolia respectively in the Republic of Austria;
  - e) Project-related training and further education of qualified personnel at all levels;
- 2) The above-mentioned possibilities of a project-related collaboration in the field of transfer of education, training and know-how shall complete existing forms of bilateral transfer of education, training and know-how respectively facilitate new forms of cooperation in this field. The present cooperation forms shall be modifiable by the parties to the present MoU in an amicable way.

#### Article 4

- 1) Any dispute, controversy or claim arising out of or relating to the present contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the ICC acting in accordance with the Rules adopted by the ICC for this purpose.
- 2) The present Memorandum of Understanding shall enter into force as of the day of signing.
- 3) The present Memorandum of Understanding (MoU) shall be concluded for a period of five years and shall be extended automatically for further three years if it is not terminated in writing by one of the Parties to the MoU twelve months prior to its expiry date.

Effectuated in Vienna on May 3, 2004 in two original copies in English language.



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