

**On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the connecting piece States on scientific and technical cooperation**

*Unofficial translation*

Decree of the Government of the Republic of Kazakhstan dated July 3, 2011 No. 774

*Unofficial translation*

The Government of the Republic of Kazakhstan RESOLVES:

1. To approve the attached Agreement between the Government of the Republic of Kazakhstan and the Government of the connecting piece States on scientific and technical cooperation, committed in Washington, DC April 11, 2010.

2. This resolution shall be enforced from the date of signing.

*Prime Minister of the Republic of Kazakhstan*

*K. Massimov*

**Agreement**

**between the Government of the Republic of Kazakhstan and the Government of United States of America on scientific and technical cooperation**

The Government of the Republic of Kazakhstan and the Government of the United States of America (hereinafter referred to as the "Parties"),

Aware that international cooperation in the field of science and technology will strengthen the bonds of friendship and mutual understanding between the peoples and will contribute to the progress of science and technology in both countries, as well as all over the world;

sharing responsibility for contributing to the prosperity and well-being of humanity, wishing to make further efforts to strengthen their national policies in the field of research and development;

taking into account the fact that scientific and technical cooperation is an important condition for the development of the national economy;

intending to strengthen their economic cooperation by the use of certain advanced technologies; and

Desiring to establish dynamic and effective international cooperation between research organizations and individual scientists in both countries;

We have agreed as follows:

**Article 1**

1. The objectives of this Agreement are to strengthen the scientific and technological capabilities of the Parties, the expansion and development of relations between scientific and technological communities of both countries, as well as facilitating scientific and technical cooperation for peaceful purposes in areas of mutual benefit.

2. The main objectives of this cooperation are to provide opportunities for mutual exchange of scientific and technical information, except for information that is confidential in accordance with national laws of the States Parties, experience and methodology, as well as the implementation of joint research and development of mutual interest.

## **Article 2**

1. The Parties shall, in accordance with national legislation of their respective countries encourage the implementation of cooperation through the realization of joint research projects ; exchange of scientific and technical information; organization of joint training, including highly qualified scientific personnel, in accordance with direct agreements between interested organizations and institutions of the Parties; exchange of experience and knowledge of scientists, doctoral students, graduate students, undergraduates, students; joint scientific symposiums, conferences, seminars, workshops, partnerships based on scientific research between the public and private sector; as well as organizing other forms of scientific and technical cooperation which may be agreed.

2. Priority will be given to those types of cooperation which can contribute to achieving the overall scientific and technical purposes. The Parties shall support partnerships between public and private research institutions and cover the full range of scientific and technical issues, such as promoting the adoption of decisions on a scientific basis, environment and biodiversity, agriculture issues, energy, space research, health care, technology information and communications, science and technology education as well as research and development activities for sustainable development.

## **Article 3**

1. The Parties shall encourage and facilitate cooperation between public authorities, universities, research institutions, private companies and other organizations in their countries

2. State bodies and organizations of the Parties to the above can, if necessary, enter into implementing agreements or arrangements on specific fields of science and technology in the framework of this Agreement. These implementing agreements or arrangements shall embrace relevant areas of cooperation, transfer of materials and the use of procedures, equipment and financial resources, as well as other questions relating to this cooperation.

3. This Agreement is without prejudice to other agreements and agreements between the Parties.

## **Article 4**

Joint activities under this Agreement shall be conducted in accordance with national legislation of their respective countries and depends on the availability of funds and personnel

This Agreement does not constitute a commitment of any of the Parties in the field of finance.

## **Article 5**

Scientists, technical experts, government agencies and institutions of third countries or international organizations may, in appropriate cases and with the consent of the Parties, be invited to participate in projects and programs implemented within the framework of this Agreement, at its own expense, in the absence of agreement to the contrary.

#### **Article 6**

1. The Parties agree to hold periodic consultations at the request of either Party regarding the implementation of the Agreement and the development of its scientific and technical cooperation.

2. Each Party shall appoint an Executive Secretary, who deals with the administration and, if necessary, provide supervision of the activities carried out under the Agreement, and its co-ordination. Executive Secretary of the United States of America stands representative of the State Department; of the Republic of Kazakhstan - the representative of the Ministry of Education and Science.

#### **Article 7**

1. Scientific and technical information that is not protected by the right to property and obtained as a result of joint activities in the framework of the Agreement, with the exception of information that is confidential in accordance with national laws of the States Parties may be available, in the absence of agreement to the contrary, the international scientific community on regular channels and in accordance with conventional procedures involved agencies and entities.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under the Agreement, defined in appendix 1 which applies to all activities carried out in the framework of the Agreement, in the absence of a written agreement to the contrary between the Parties, or their designated representatives.

3. The Parties' obligations regarding information security measures and equipment, subject to export control transferred under the Agreement, defined in appendix 2 which applies to all activities carried out in the framework of the Agreement, in the absence of a written agreement to the contrary between the Parties, or their designated representatives.

#### **Article 8**

1. Each Party shall, if necessary, in accordance with national legislation of their respective countries, promotes the entry and exit from its territory of appropriate personnel of the other Party, as well as import and export of relevant equipment of the other Party, in order to implement projects and programs under this Agreement.

2. Each Party shall, in accordance with national legislation of their respective countries, promotes organizational measures necessary for the implementation of joint activities under this Agreement.

Each Party shall, where appropriate and in accordance with national legislation of their respective countries, facilitate the organization of timely and efficient access of persons of the other Party participating in cooperative activities under this Agreement, the necessary

geographical areas, institutions, data, materials, and individual scientists and specialists, in accordance with the needs of such activities.

3. The products purchased by the United States Government and their contractors, sub-contractors, grantees, subgrantopoluchatelyami, as well as residents of the Republic of Kazakhstan in the framework of this Agreement and financed by the United States Government shall be exempt in the Republic of Kazakhstan from taxes and customs duties in the framework of the norms of legislation of the Republic Kazakhstan provided for grants. Products include all kinds of materials, goods, supplies, goods or equipment. Contractor is a person who has entered into a contract with the United States of America. If such taxes or customs fees will be applied, the Government of the Republic of Kazakhstan should provide timely compensation to the Government of the United States of America or its agents.

#### **Article 9**

The parties shall bear their own expenses that will arise during the execution of this Agreement, within the funds provided by the national laws of the States Parties, if in a particular case is not agreed otherwise.

#### **Article 10**

By mutual written agreement of the Parties to this Agreement may be amended and supplemented, of separate protocols, is an integral part of this Agreement.

#### **Article 11**

In case of disagreement between the Parties concerning the interpretation or application of the provisions of the Agreement, the Parties shall settle them through negotiations and consultations.

#### **Article 12**

This Agreement shall enter into force on the date of receipt of the last written notification on fulfillment by the Parties of internal procedures necessary for its entry into force. It is valid for ten (10) years and may be extended for successive periods of ten years by entering into a written agreement by the Parties.

This Agreement may be terminated at any time after the expiry of three months from the date when one of the parties gives written notice to the other Party of its intention to terminate it.

Termination of the Agreement does not affect the carrying out of any kind of joint activities carried out within the framework of the Agreement and not completed at the time of termination.

Notwithstanding the termination or expiration of this Agreement, the obligations set out in the annexes 1 and 2Continue to operate in the absence of a written agreement to the contrary between the Parties.

Done at the city of Washington, DC April 11, 2010 in two copies, each in the Kazakh, Russian and English languages, all texts being equally authentic.

In case of disagreement in the interpretation of the provisions of this Agreement, the Parties will refer to the text in English.

*For the Government of the Republic of Kazakhstan*

*For the Government of the United States of America*

Appendix 1

## **Intellectual property**

In accordance with Article 7 (2) hereof:

### **1. General obligation**

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing agreements. Rights to such intellectual property shall be allocated according to the application.

### **2. Scope**

A. This Annex is applicable to all types of joint activities undertaken under this Agreement, in the absence of a specific agreement between the Parties or their authorized otherwise.

B. For purposes of this Agreement, the term "intellectual property" refers to what is listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, signed in Stockholm on July 14, 1967, and may include other elements on the agreement of the Parties.

C. Each Party shall ensure, if necessary, by signing contracts or by using other legal means in dealing with their own members, the possibility of the other Party the rights to intellectual property allocated in accordance with this Annex. This annex does not make any other changes in the allocation of rights between a Party and its nationals, and without prejudice to such a distribution, which is determined by the legislation of that Party.

D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, between the Parties and their authorized if necessary. By mutual agreement of the Parties to the dispute shall be submitted to the arbitral tribunal to issue a binding decision in accordance with the applicable rules of international law. In the absence of a written agreement of the Parties or their authorized otherwise applicable arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL ).

E. Termination or expiration of this Agreement shall not affect the rights or obligations under this Annex.

### 3. Distribution rights

A. Under the current legislation, each Party shall be entitled to a non-exclusive, irrevocable license, which is valid in all countries, and gives the right to translate, reproduce and publish articles in scientific journals, reports and books, which were the direct result of the cooperation under this Agreement. On all published copies of copyrighted works, prepared in accordance with this provision shall indicate the names of the authors of labor, except in cases when the author refuses to be named.

B. Rights to all forms of intellectual property, with the exception of the rights described above in paragraph 3 (a), broken down as follows:

1. Visitors researchers receive rights, awards, bonuses and royalties in accordance with the rules of the host institution.

2. (a) any intellectual property created by persons standing in the service of one of the parties within the joint or funded by that Party, except as described in subparagraph 3 (B) (1), belong to the Party. Intellectual property created by persons in the service of both Parties and funded by both Parties, is jointly owned by both Parties. In addition, each author is entitled to awards, bonuses and royalties in accordance with the rules of the institution in which he serves or which it finances.

(B) In the absence of agreement to the contrary in the executive or other agreements, each Party shall have the right to exploit or license intellectual property on its territory, established in the course of joint activity.

(C) the rights of the parties outside its state determined by mutual agreement considering the relative contributions of the Parties and their participants in joint activities, the degree of commitment to legal protection and licensing of intellectual property, as well as other factors found relevant.

(D) Notwithstanding the foregoing in sub-paragraphs 3 (2) (a), (b) and (c), if a particular project has led to the creation of intellectual property, protected by the legislation of one Party but not the laws of the other, that of the Parties, legislation states that provides this type of defense, gaining the right to use or licensing of intellectual property on a worldwide scale, despite the fact that the intellectual property of the author shall be entitled to awards, bonuses and royalties in accordance with subparagraph 3 B (2) (a).

(An e) Party, which is the service (s) to out the inventor (li) or that it (they) funds, promptly notify the other Party of each invention made under any kind of joint action, passing it any documents and the information necessary to ensure the possibility of the other Party to establish any rights that may belong to her. Either Party may send the other Party a written request for deferment of publication or disclosure of such documents or information in order to protect their rights to the invention. In the absence of written agreement to the contrary, the postponement does not exceed six months from the date of notification of the other Party by the Party and inventor.

## **4. Business Confidential Information**

In the event that within the framework of this Agreement is provided or information is created, which in due time designated as business confidential information, each Party and its participants protect such information in accordance with national laws, regulations and administrative practices. Information can be signified as "business confidential information", if in possession of it can get away from it an economic benefit or advantage in competition with those who have this information does not own, if this information is not generally known or publicly available from other sources, as well as if its owner not open to access it before, do not put it in a timely manner the obligations of confidentiality.

Appendix 2

## **Security Obligations**

### **1. Protection of sensitive technology**

Both parties agree that under this Agreement does not transfer any kinds of classified information or equipment requiring protection in the interests of national security and international relations, and classified in accordance with national laws and regulations. In the event that in the course of cooperative activities under this Agreement are found those types of information, or equipment that are, or are considered to require such protection, their existence is immediately brought to the attention of the appropriate officials and the Parties shall consult to determine the appropriate security measures, which parties must agree in writing to be applied to these types of information and equipment, and, if circumstances so require a,

### **2. Transfer of technology**

The transmission of information or equipment subject to export controls carried out in accordance with the national legislation of each Party. If either Party deems it necessary, in the contracts or implementing agreements introduced detailed provisions on the prevention of unauthorized transfer or retransfer of such information or types of equipment. Subject to export control information designated as subject to export control; thus determined any restrictions on further use or transfer.