



On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the Russian Federation on cooperation in the development and launch of the Kazakhstan communication and broadcasting satellite "KAZSAT-2"

Unofficial translation

Resolution of the Government Republic of Kazakhstan on november 3, 2011 № 1290

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The Government of the Republic of Kazakhstan **RESOLVES**:

1. To approve the Agreement between the Government of the Republic of Kazakhstan and the Government of the Russian Federation on cooperation in the development and launch of the Kazakhstan communication and broadcasting satellite "KAZSAT-2", a perfect July 16, 2011 in the city of Baikonur.

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 Russian Federation on cooperation in the development and launching of the satellite Kazakhstan Communications and Broadcasting "KAZSAT-2"

The Government of the Republic of Kazakhstan and the Russian Federation Government, hereinafter referred to as the Parties,

considering the provisions of agreement between the Government of the Republic of Kazakhstan and the Government of the Russian Federation on cooperation in the exploration and use of outer space for peaceful purposes on May 22, 2008,

taking into account the Program of Economic Cooperation between the Government of the Republic of Kazakhstan and the Government of the Russian Federation in 2008 - 2011 years,

Guided by the interests of the development of mutually beneficial cooperation between the Republic of Kazakhstan and the Russian Federation in the field of exploration and use of outer space,

We have agreed as follows:

Article 1

The purpose of this Agreement is to define the basic principles and conditions of the cooperation between the Parties in the development and launching into geostationary orbit

Kazakhstan's communications and broadcasting satellite "KAZSAT-2" (hereinafter - the satellite "KAZSAT-2") and the creation on its base of Kazakhstani space communication systems and broadcasting.

Article 2

Cooperation pursuant to this Agreement shall be in accordance with the laws of the States Parties in compliance with the universally recognized principles and norms of international law, without prejudice to the Parties' obligations under other international treaties to which their State.

Article 3

Authorized bodies under this Agreement are:

from the Kazakhstan Party - the National Space Agency of the Republic of Kazakhstan and the Ministry of Communications and Information of the Republic of Kazakhstan;

the Russian Party - the Federal Space Agency and the Ministry of Communications and Mass Communications of the Russian Federation.

Cooperating organizations for the implementation of specific works (services) in the framework of this Agreement, relating to the development, production, launch to geostationary orbit and subsequent operation of the satellite "KAZSAT-2", as well as the creation and operation of ground-based control and monitoring system communication Kazakh space system communications and broadcasting in the Republic of Kazakhstan (hereinafter - the cooperating organizations) are:

Party of Kazakhstan - joint-stock company "Republican center of space communication";

the Russian Party - the Federal State Unitary Enterprise "State Research and Production Space Center of M.V. Khrunichev," and the Federal State Unitary Enterprise "Russian Satellite Communications Company".

The Parties shall immediately inform each other in writing through diplomatic channels in the case of replacement or appointment of additional authorized bodies and (or) partner organizations.

Article 4

Principles, norms and organizational procedures, financial, legal and technical nature relating to the works (services) performed (provided) for the purpose of implementing this Agreement shall be the subject of individual contracts (agreements) between cooperating organizations.

In separate agreement (contract) cooperating organizations determined, in particular:

Satellite Characteristics "KAZSAT-2", the ground control and monitoring system communication Kazakhstan space communication and broadcasting system;

satellite launch conditions "KAZSAT-2" to the geostationary orbit;

satellite acceptance conditions "KAZSAT-2" in the operation and the transfer of ownership rights to it;

the conditions of operation of the ground control, communications monitoring system, as well as the conditions of preparation and training of local personnel.

The Parties believe that the ownership of the satellite "KAZSAT-2" moves from the Russian cooperating organization in Kazakhstan's Cooperating Agency, acting as the customer, since the signing of the relevant cooperating organizations of the Parties to the instrument of acceptance of the satellite "KAZSAT-2" in the operation.

Parties are not liable for the obligations arising from the contracts (agreements) concluded by the collaborating organizations.

Article 5

Sputnik "KAZSAT-2", created in the framework of this Agreement, is displayed on the geostationary orbit and can be placed in time provide a coordinated Russian orbital position.

Terms of use of a particular orbital position in the geostationary orbit for satellite "KAZSAT-2" are determined by a separate agreement between the communications administrations of the Parties to cooperate in the prescribed manner on the distribution of the corresponding position in the geostationary orbit and frequency assignments (hereinafter - the Administration of Communications).

Article 6

Hand over the administration of communication of their countries render mutual assistance in the coordination and protection of the orbital-frequency assignments in the International Telecommunication Union and to this end shall exchange information on the orbital-frequency assignments.

Article 7

Kazakhstan Party provides registration satellite "KAZSAT-2" as a space object in accordance with the Convention on Registration of Objects Launched into Outer Space, on 14 January 1975.

Article 8

1. The Parties shall ensure the protection of intellectual property rights created by or provided to the performance of work (providing services) under this Agreement in accordance with the law and international obligations of the states.

2. Implementation of joint activities under this Agreement shall not affect the rights of intellectual property, on which the Party or the venturers have received or identified right before the start of any joint activities or intellectual property that results from self-employment or independent study.

Article 9

1. The Parties, their competent authorities and cooperating organizations shall exchange information on the distribution of which is not established restrictions of the Parties with legal requirements, and, if necessary, confidential information.

2. For the purposes of this Agreement, confidential information refers to information limited access, which is not classified information. Confidential information is indicated as

such by the Parties, the competent authorities or cooperating organizations by putting on the support of said information mark "For Official Use Only."

The responsibility for such a designation is assigned to the Party, the authority or cooperating organizations, whose information requires such confidentiality.

Each of the Parties, its authorized body or cooperating organization shall protect confidential information received from the other Party and its authorized body or the collaborating organization, in accordance with the laws of the state and the individual contracts (agreements) between cooperating organizations.

3. Any information on joint projects carried out under this Agreement may be transferred to third parties only by mutual agreement of the Parties or their authorized agencies or cooperating organizations in writing in accordance with their competence with respect to the transmitted information.

4. Nothing in this Agreement shall be considered as a commitment of any of the Parties to transmit any information under this Agreement, or any basis for any transfer of information, if such transfer is contrary to the security interests of its country.

5. If the transfer of specific information classified in any of the State Parties to the category of classified information, will be recognized by the Parties necessary for the implementation of this Agreement, the procedure for the transfer and treatment of such information is governed by laws of the States Parties and agreement between the Government of the Republic of Kazakhstan and the Russian Federation on mutual protection of classified information by the Government of the July 7, 2004, and, if necessary, otherwise a separate agreement between the parties, concluded in writing.

Article 10

Parties and their competent authorities may by mutual agreement inform the public about the cooperative activities under this Agreement.

Article 11

1. Disputes are resolved primarily between the Parties concerning the interpretation and (or) execution of this Agreement through negotiations or consultations between the competent authorities of the Parties. If the dispute can not be settled by such a procedure, the handling of any of the Parties to it shall be settled by negotiation or consultation between the Parties.

2. If the dispute can not be settled by negotiation or consultation between the Parties within six months from the date of one Party to the other Party a written request on its conduct, in the absence of any other agreement between the parties with respect to the methods of its resolution at the request of either Party he transferred to the proceedings in the court of arbitration.

3. The arbitral tribunal is formed separately for each case.

The Parties shall appoint one arbitrator and the two arbitrators shall select a third arbitrator - a citizen of a third State as chairman of the arbitral tribunal.

The first two arbitrators shall be appointed within two months, and the chairman of the arbitral tribunal - within three months after one of the parties notifies the other Party of its desire to submit the dispute to an arbitral tribunal. If the arbitrators are not appointed within the period specified in this article, in the absence of agreement to the contrary, any of the Parties may request the International Court of Justice to make the necessary appointments. If the President of the International Court of Justice is a national of any of the States Parties or if for any other reason unable to perform this function, the necessary appointment shall be made next in seniority member of the International Court of Justice who is not a citizen of any of the States Parties.

4. The arbitral tribunal shall render its decision by majority vote. This decision is final and not subject to appeal, unless the parties have agreed in advance in writing of the appeal procedure.

5. Each Party shall bear the expenses related to the activities of its arbitrator and of its counsel in the arbitral proceedings.

Costs associated with the activities of the chairman of the arbitral tribunal during the arbitration, the parties shall bear in equal shares.

For all other matters the arbitral tribunal shall determine its own procedure.

Article 12

1. This Agreement shall enter into force on the date of receipt through diplomatic channels of the last written notification about the fulfillment by the Parties of internal procedures necessary for its entry into force.

2. This Agreement is valid until the Parties, their competent authorities and partner organizations of the obligations assumed.

3. Either Party may terminate this Agreement by sending through diplomatic channels, written notice to the other Party of its intention to terminate it at least six months before the intended date of termination.

4. Termination of this Agreement does not serve as a legal basis for the revision of the rights or obligations of legal entities that have arisen in connection with the execution of this Agreement prior to its termination.

5. This Agreement may be amended by the conclusion by the Parties of specific protocols, which come into force in the manner provided for the entry into force of this Agreement.

Done at the city of Baikonur 16 July 2011 in two copies, each in the Kazakh and Russian languages, both texts being equally authentic.

For the Government of the Republic of Kazakhstan

For the Government of Russian Federation