

On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the Kingdom of Saudi Arabia on cooperation in respect of peaceful use of atomic energy

Unofficial translation

Decree of the Government of the Republic of Kazakhstan No. 185 dated April 10, 2017

Unofficial translation

The Government of the Republic of Kazakhstan hereby **DECREES AS FOLLOWS:**

1. Approve the attached Agreement between the Government of the Republic of Kazakhstan and the Government of the Kingdom of Saudi Arabia on cooperation in respect of peaceful use of atomic energy, done in Riyadh on October 25, 2016.

2. This Decree shall be enforced from its signing.

*The Prime Minister
of the Republic of Kazakhstan*

B. Sagintayev

Approved by
the Decree of the Government of
the Republic of Kazakhstan
No. 185 dated April 10, 2017

Agreement

between the Government of the Republic of Kazakhstan and the Government of the Kingdom of Saudi Arabia on cooperation in respect of peaceful use of atomic energy

The Government of the Republic of Kazakhstan and the Government of the Kingdom of Saudi Arabia, hereinafter referred to as the "Parties",

based on the friendly relations existing between the two states;

seeking to further strengthen bilateral cooperation;

desiring to develop comprehensive cooperation in respect of peaceful use of atomic energy in order to increase the welfare and prosperity of their peoples;

emphasizing the importance of energy security for both Parties and the need to develop new energy sources;

whereas both states are members of the International Atomic Energy Agency (IAEA), hereinafter referred to as the "Agency", and that both states are parties to the Treaty on the Non-Proliferation of Nuclear Weapons dated July 1, 1968, hereinafter referred to as the "Treaty", including Agreement on application of guarantees in connection with the Treaty and taking into account other relevant international obligations;

reaffirming the goals of the safe, reliable and environmentally sustainable development of peaceful uses of atomic energy, supporting nuclear non-proliferation and safeguards;

emphasizing that all parties to the Treaty have the full right to exchange equipment, materials, scientific and technological information necessary for peaceful use of nuclear energy, in accordance with the provisions of the Treaty,
have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement, the following terms shall be adopted:

1. “Guidelines” means the guidelines of nuclear material transfer group of nuclear suppliers, published by the IAEA as INFCIRC/254/Rev.4/part 1, as amended by each of the Parties to this Agreement in writing, notifying the other Part of such changes, if any.

2. “Equipment” means any equipment, devices or components listed in Appendix B to the guidelines;

3. “Material” means any non-nuclear material for reactors specified in Annex A to the guidelines.

4. “Nuclear material” means any “source material” or “special fissile material” as defined in Article XX of the IAEA Statute, approved on July 29, 1957, as amended on December 28, 1979. Any addition of Article XX of the IAEA Statute that amends the list of materials considered to be “source material” or “special fissile material” will be effective under this Agreement when both Parties to this Agreement will notify each other in writing that they accept such an addition.

5. “Technology” means any information necessary for development, production or use of any equipment or material listed in Appendix A to the guidelines, excluding information that is publicly available or published. This information may be in the form of “technical data” or “technical assistance”.

6. “Intellectual Property” has the meaning defined by Article 2 of the Convention establishing the World Intellectual Property Organization, adopted in Stockholm on July 14, 1967 as amended on September 28, 1979.

Article 2

Goal

The Parties, on the basis of mutual respect for national sovereignty, non-interference in internal affairs, equality and mutual benefit, shall develop cooperation in respect of peaceful use of atomic energy in accordance with national legislation and international obligations adopted by the Parties.

Article 3

Areas of cooperation

Areas of cooperation between Parties may include:

- 1) fundamental and applied research, as well as technologies in respect of peaceful use of atomic energy;
- 2) nuclear reactors, including the design, construction and operation of both nuclear power plants and research reactors;
- 3) nuclear fuel cycle and radioactive waste management;
- 4) innovative technologies for a new generation of nuclear reactors, their development and marketing in the world market;
- 5) activities for production of radioactive isotopes, radiation technologies and their application;
- 6) industrial and medical use of radiation and radioactive isotopes, including diagnostic and therapeutic use;
- 7) nuclear safety and safeguards, including monitoring and supervision of nuclear facilities, and audit of nuclear materials;
- 8) nuclear safety, radiation protection and environmental protection;
- 9) development of human resources in the field of atomic energy, including education, advanced training and exchange of experience and personnel between both Parties;
- 10) pooling efforts to respond to nuclear and radiation accidents;
- 11) other areas of cooperation by agreement of the Parties.

Article 4

Forms of cooperation

In accordance with national law, cooperation in the areas listed in Article 3 of this Agreement may be carried out by:

- 1) exchange of information;
- 2) organization of scientific seminars, lectures and educational courses;
- 3) creation of joint working groups for training or implementation of specific projects;
- 4) exchange of nuclear materials and other materials, equipment and technologies;
- 5) planning, financing and implementation of plans for joint research projects;
- 6) development of mechanisms to coordinate grant policies and use of applicable patents;
- 7) exchange of technical assistance and services, including the exchange of scientific and technical personnel;
- 8) any other forms of cooperation as agreed by the Parties.

Article 5

Competent authorities

The competent authorities responsible for implementation of this Agreement shall be:

from the Government of the Republic of Kazakhstan - the Ministry of Energy of the Republic of Kazakhstan;

from the Government of the Kingdom of Saudi Arabia - the city of King Abdullah for nuclear and renewable energy;

The Parties shall inform each other by diplomatic channels of a change in the competent authorities responsible for implementation of this Agreement.

Article 6

Information Security and Application

1. The Parties guarantee the integrity of technical data and information transmitted under this Agreement. Technical data and information exchanged between the Parties with each other cannot be transferred to states or third parties other than upon receipt of the prior written consent of the Party transmitting the specified technical data and information.

2. Without prejudice to what is specified in Paragraph 1 of this Article, each of the Parties may, for its own purposes without the right to transfer to a third party, use any technical information obtained by exchange in accordance with this Agreement, while the other Party or person is duly authorized to provide such information will not impose restrictions on its use.

Article 7

Guarantees

1. Cooperation in accordance with this Agreement shall be carried out exclusively for peaceful purposes. Nuclear materials, other materials, equipment or technologies transferred under this Agreement, or obtained as a result of the use of objects transferred in this way, shall not be used for research, development or production of nuclear weapons or nuclear explosive devices, or any other military purpose, except for supply of electricity to any military base or installation from any electrical network.

2. Both Parties shall undertake, upon receipt of any nuclear materials, equipment or technology, to undertake, in accordance with Paragraph 1 of this Article, through the Agency's guarantee system in accordance with the Agreement between the Party and the Agency on application of guarantees in connection with the Agreement, the provision of Article 3, Paragraph 4 of the Agreement.

3. Both Parties shall notify the Agency of any nuclear material, other material or equipment transferred between the two Parties.

4. Nuclear materials, other materials, equipment or technologies obtained in accordance with this Agreement may not be transferred outside the territory or jurisdiction of the receiving Party without the written consent of the supplying Party.

Article 8

Physical protection

Both Parties, each within its jurisdiction, shall take appropriate measures to ensure the physical protection of nuclear materials, other materials or equipment transferred under this Agreement in accordance with the recommendations on nuclear security and physical protection of nuclear materials and nuclear installations set forth in the Agency's document INFCIRC/225/Rev.5, as amended, after each Party to this Agreement in writing notifies the other Party of acceptance of the said amendments.

Article 9

Nuclear safety

The Parties shall consult with each other to identify the risks that may arise when applying this Agreement, with the aim of protecting environment and preventing nuclear accidents that may occur in nuclear installations transferred under this Agreement and to provide radiation protection during any activity under this Agreement.

Article 10

Civil liability for nuclear damage

Both Parties shall confirm the importance of approving the relevant regulatory acts governing civil liability for nuclear damage, focused on compensation for damage or harm resulting from any accident at a nuclear facility. The Parties hereby agree to take such measures to guarantee the timely adoption of civil liability act in accordance with the Vienna Convention on Civil Liability for Nuclear Damage dated May 21, 1963 and any subsequent to it, as agreed by the Parties, relating to civil law and requiring the adoption of national regulatory documents.

Article 11

Intellectual Property Protection

Each Party, under its international obligations and in accordance with applicable laws and regulations in their countries, shall provide effective protection of intellectual property relating to activities carried out under this Agreement.

Article 12

Settlement of disputes

Both Parties will endeavor to settle any dispute peacefully that may arise in connection with implementation of this Agreement, including interpretation or application, by organizing negotiations and consultations to this end.

Article 13

Period of validity and entry into force of the Agreement

1. This Agreement shall enter into force on the date of receipt by diplomatic channels of the last of the written notifications of the Parties on implementation of domestic procedures necessary for its entry into force.

2. This Agreement shall be concluded for a period of ten (10) years and shall be automatically extended for subsequent five-year (5) periods, until one of the Parties notifies the other Party in writing by diplomatic channels of its intention to terminate it. In this case, this Agreement shall expire after 6 months from the date of receipt of the relevant written notice by one of the Parties.

3. In the event of termination of this Agreement, Articles and Paragraphs that must be complied with in connection with the agreements and/or contracts and implementation of which was begun during its period of validity remain valid unless the Parties agree otherwise.

4. Despite the termination of this Agreement, the obligations of the Parties provided by Articles 7 (Guarantees) and 8 (Physical Protection) shall remain in force until their final fulfillment by the Parties to this Agreement.

5. By mutual written consent of the Parties, this Agreement may be amended and supplemented by separate protocols, which are its integral parts, that shall enter into force in accordance with Paragraph 1 of this Article.

Done in Riyadh on October 25, 2016 in two counterparts in the Kazakh, Arabic and English languages, all texts being equally authentic. In case of discrepancies in the texts of this Agreement, the Parties shall refer to the text in English.

*For the Government
of the Republic of Kazakhstan*

*For the Government of the Kingdom
of the Saudi Arabia*

