

**On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the People 's Republic of China on providing technical assistance as free assistance to the Government of the Republic of Kazakhstan by the Government of the People 's Republic of China**

*Unofficial translation*

Resolution № 102 of the Government of the Republic of Kazakhstan dated January 18, 2012

*Unofficial translation*

The Government of the Republic of Kazakhstan **hereby RESOLVED as follows**

1. To approve the Agreement between the Government of the Republic of Kazakhstan and the Government of the People's Republic of China on providing technical assistance as free assistance to the Government of the Republic of Kazakhstan by the Government of the People 's Republic of China, done in Astana on September 26, 2011.

2. This resolution shall be put into effect upon the date of its signing.

*Prime Minister of the Republic of Kazakhstan*

*K. Massimov*

Approved by  
resolution № 102 of the Government  
of the Republic of Kazakhstan  
dated January 18, 2012

**Agreement between the Government of the Republic of Kazakhstan and the Government of the People's Republic of China on providing technical assistance as free assistance to the Government of the Republic of Kazakhstan by the Government of the People's Republic of China**

Government of the Republic of Kazakhstan and Government of the People's Republic of China (hereinafter referred to as the Parties)

with a view to further strengthening friendly ties and developing technical and economic cooperation between the two countries

**hereby agreed as follows:**

**Article 1 Purpose of the Agreement**

In order to provide technical assistance in the development of renewable energy sources in the Republic of Kazakhstan, the Chinese Party shall transfer wind-electric equipment and solar power equipment (hereinafter referred to as the Equipment) to the Kazakhstan Party free of charge.

**Article 2 Operators for the enforcement of the Agreement**

1. In order to enforce this Agreement, the Parties shall appoint operators for the implementation of the Projects:

from the Kazakhstan Party - joint-stock company "Samruk-Energo" (hereinafter - JSC "Samruk-Energo");

from the Chinese Party - an economic entity appointed by the Ministry of Commerce of the People's Republic of China.

2. The cooperation of the operators in the implementation of the Projects shall be governed by additional agreements which the operators of the Parties shall conclude within six months from the date of signing of this Agreement.

Additional Agreements shall be an integral part of this Agreement.

### **Article 3 Obligations of the Parties**

The Kazakhstan Party undertakes:

1. to guarantee customs declaration of the Equipment on the territory of the Republic of Kazakhstan, which shall be performed by the operator of the Kazakhstan Party in accordance with the legislation of the Republic of Kazakhstan and (or) customs legislation of the Customs Union.

2. Exempt the Equipment imported under this Agreement from customs payments and taxes in accordance with the legislation of the Republic of Kazakhstan and (or) customs legislation of the Customs Union. At the same time, the list of Equipment exempt from customs payments and taxes shall be subject to mandatory preliminary agreement of JSC "Samruk-Energo" with the authorized body in the field of customs affairs of the Republic of Kazakhstan a month before the import of the Equipment into the territory of the Republic of Kazakhstan.

3. To assist the Chinese Party in visa support and registration of engineering and technical personnel of the Chinese Party in connection with entry and stay in the territory of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan, represented by the operator of the Kazakhstan Party.

4. To guarantee fulfillment by the operator of the Kazakhstan Party at the expense of own funds and forces of provision of water supply, electricity supply in the territories of Equipment locations, as well as to bear expenses related to provision of visa support, receipt of permits necessary for implementation of Projects.

5. To identify the following Equipment locations for implementation of the Projects:

for solar power equipment - a plot on the territory of the special economic zone "Information Technology Park", with an area of 1.25 hectares, located on the territory of the settlement Alatau of Medeu district of Almaty;

For wind electric equipment - area of 25 hectares, located on the territory of Enbekshikazakh district of Almaty region.

The Chinese Party undertakes:

1. to supply, install and put into operation the Equipment (hereinafter referred to as Projects) at the expense of own funds and forces free of charge.

2. To carry out the necessary research and development of design and estimate documentation related to commissioning of the Equipment, as well as assign the required number of engineering and technical personnel to the Republic of Kazakhstan for the period of project implementation in accordance with the legislation of the Republic of Kazakhstan. To carry out construction, installation and commissioning of the Equipment at the expense of own funds and forces.

3. To deliver the Equipment, taking into account transportation expenses from the point of departure to the point of placement of the Equipment, at the expense of own funds and forces.

The Parties undertake:

1. To guarantee the signing by the operators of the Parties of intermediate certificates of Equipment delivery (separately on wind-power and solar power equipment) following the results of Equipment delivery by the operator of the Chinese Party to the location.

2. To guarantee the signing by the operators of the Parties of the certificates of Equipment acceptance and transfer between the operators of the Parties (separately for wind-electric equipment and solar power equipment) after commissioning.

#### **Article 4 The term of implementation of the Agreement**

The term of implementation of the Projects shall be determined by the operators of the Parties in the additional agreement, and the operators shall notify the relevant authorized body of each of the Parties within one month after signing the additional agreement.

#### **Article 5 Dispute settlement**

Disagreement and disputes arising between the Parties during the implementation of this Agreement and the Projects shall be resolved through negotiations and consultations between the Parties and their operators.

#### **Article 6 Conclusion**

This Agreement shall enter into force upon expiry of 30 (thirty) days after the date of receipt by diplomatic channels of the last written notification of the Parties of the implementation of the domestic procedures necessary for its entry into force.

This Agreement shall terminate from the date of completion of the Projects, which shall be confirmed by the Parties through diplomatic channels.

Done in Astana on September 26, 2011 in two copies, each in Kazakh, Chinese, Russian and English, all texts being equally valid.

In case of disagreement in the interpretation of the provisions of this Agreement, the Parties shall refer to the Russian version.

For the Government

of the  
Republic of Kazakhstan

For the Government

Republic of the  
People's Republic of China

People's

Republic

© 2012. «Institute of legislation and legal information of the Republic of Kazakhstan» of the Ministry of Justice of the Republic of Kazakhstan