



On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the Russian Federation on cooperation in scientific research and developments in nuclear power industry

Unofficial translation

Decree of the Government of the Republic of Kazakhstan dated December 29, 2017 No. 922.

Unofficial translation

The Government of the Republic of Kazakhstan hereby RESOLVES:

1. To approve the attached Agreement between the Government of the Republic of Kazakhstan and the Government of the Russian Federation on cooperation in scientific research and developments in nuclear power industry, executed in Vienna on September 19, 2017.

2. This resolution shall take effect from the date of its signing.

*Prime Minister
of the Republic of Kazakhstan*

B. Sagintayev

Approved
by Order No. 922
of the Government
of the Republic of Kazakhstan
dated December 29, 2017

Agreement

between the Government of the Republic of Kazakhstan and the Government of the Russian Federation on cooperation in research and developments in nuclear power industry

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

guided by the Agreement between the Government of the Republic of Kazakhstan and the Government of the Russian Federation for Cooperation in the Sphere of Peaceful Use of Atomic Energy of September 23, 1993,

taking into consideration the Joint Statement of the President of the Republic of Kazakhstan and the President of the Russian Federation of January 25, 2006 on cooperation in the sphere of peaceful uses of atomic energy,

mindful of the interest of the Parties in the enhancement of cooperation in scientific research and developments in the nuclear power industry,

for the purposes of further strengthening of the traditionally established industrial ties and cooperation between nuclear power organizations of Kazakhstan and Russia,

noting the need to reduce the risk of the proliferation of nuclear weapons technologies and nuclear materials suitable for weapons development,

sharing mutual interest in strengthening close and long-term cooperation aimed at the development of clean, safe, reliable and economically accessible technologies, systems and services for peaceful uses of atomic energy,

proceeding from the interest of the Parties in the development of cooperation in the field of nuclear and physical security, nuclear energy and compliance with the nuclear non-proliferation regime,

aspiring to further expand and strengthen cooperation between the Republic of Kazakhstan and the Russian Federation in the peaceful use of nuclear power,

HAVE AGREED AS FOLLOWS:

Article 1

The objective of this Agreement is to expand cooperation of the Parties in research and developments in the nuclear power industry and to create a stable and reliable framework for it.

Cooperation under this Agreement shall be based on mutual benefit and equality.

Article 2

1. In the implementation of this Agreement, the Parties shall appoint the competent authorities:

for Kazakhstan - the Ministry of Energy of the Republic of Kazakhstan;

for the Russian Federation – the State Atomic Energy Corporation Rosatom.

2. The competent authorities of the Parties shall designate their authorized organizations and coordinate their cooperation.

3. The parties shall immediately notify each other in writing through diplomatic channels in the event of change of the competent authorities, their names or functions or appointment of additional competent authorities.

The competent authorities of the Parties shall immediately notify each other in writing in the event of change in authorized organizations, their names or functions, or appointment of additional authorized organizations.

Article 3

Cooperation under this Agreement scopes the following areas:

1) nuclear energy, including nuclear safety, designing of nuclear power plants, reactor technologies, including research reactor technologies, development of thermonuclear and hybrid (synthesis - fission) reactors, energy conversion technologies, modeling and simulation of physical processes in nuclear energy, innovative types of reactor fuels, advanced materials, thermal hydraulics, thermo-mechanics, spent nuclear fuel management, radioactive waste

management technologies, radioecology, dosimetry, ionizing radiation, testing of new types of nuclear fuel, materials and components of nuclear and thermonuclear installations using the experimental database of authorized organizations, development of uranium mining methods, production of nuclear fuel and high-tech products;

2) industrial production, including through cooperation, and delivery of equipment, components, instruments, spare parts and materials, including nuclear materials, necessary for the use in energy and research reactors;

3) non-proliferation of nuclear weapons, including measures to ensure application of guarantees of the International Atomic Energy Agency (hereinafter - IAEA) in connection with the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968 and conversion of research reactors for the use of low-enriched uranium fuel;

4) atomic science and technology, including nuclear and radiation physics, science of liquid, gaseous media and plasma, physics of high energy densities, science of materials, materials science of nuclear power and thermonuclear installations, physics of pulsed energy and laser technologies, computing methods and technique in atomic science, computer technology, the science of controlled thermonuclear fusion, joint work on experimental complex based on Kazakhstan material science tokamak and the international research center equipment based on a multipurpose fast neutron research reactor;

5) development and implementation of advanced technologies for ensuring physical, nuclear and radiation safety, preparation of proposals and recommendations for improving standards, recommendations, codes of conduct and other international documents on physical, nuclear and radiation safety developed under the IAEA auspices;

6) development and use of nuclear and radiation technologies for medical, industrial and other peaceful purposes;

7) nuclear energy and the environment, including modeling and simulation of physical processes, radioactive waste management, measures for protection and rational use of the environment, environmental rehabilitation technologies and geo-ecological monitoring of nuclear explosions and other radiation-polluted objects and territories, technology of environmental rehabilitation of radiation-contaminated facilities and territories, technology for decommissioning of nuclear installations and radiation hazardous facilities, application of nuclear technology for geological and geophysical research, research on the use of nuclear technology in oil and gas industry;

8) training of specialists in the field of peaceful uses of nuclear energy , including systematization and preservation of knowledge about nuclear and radiation technologies, nuclear and seismic monitoring technologies;

9) other areas that may be agreed upon by the Parties in writing.

Article 4

1. Cooperation under this Agreement shall take the following forms:

- 1) joint programs and projects on theoretical and experimental research, development and creation of prototypes and technologies;
- 2) exchange of scientific and technological information, results and methods of research and development works and other information;
- 3) facilitating the training of technical and scientific personnel, exchange of innovative and educational programs in the field of nuclear technology;
- 4) experiments conducted by joint groups of scientists and specialists at facilities of the states of the Parties, including facilities of authorized organizations, at the approval by the competent authority of the host Party;
- 5) joint seminars, scientific conferences, television and video conferences and other meetings on agreed specific topics;
- 6) secondment and reception of specialists for joint work, consultations and familiarization with scientific and technological achievements and production experience;
- 7) conclusion of agreements (contracts) between authorized organizations that determine the specific content of work, supplies and services, and also prices, payment terms, deadlines for the fulfillment of obligations under these agreements (contracts), duties and responsibilities of the authorized organizations;
- 8) other forms of cooperation, which the Parties can agree upon in writing.

2. Cooperation under this Agreement shall be carried out by the Parties, the competent authorities of the Parties and authorized organizations in accordance with the laws of the States of the Parties.

Authorized organizations ensure inclusion in the agreements (contracts) concluded with the contractor (co-contractor) of the works, necessary conditions to ensure compliance with the provisions of this Agreement. In the event of any contradictions between this Agreement and such agreements (contracts), the provisions of this Agreement shall prevail.

Article 5

1. Within the framework of this Agreement, information constituting state secrets of the Republic of Kazakhstan or official secret of the Russian Federation shall not be transferred.

2. Under this Agreement, information that is prohibited for transmission by law and other regulatory legal acts of the states of the Parties or the transfer of which does not comply with the provisions of international treaties to which the states of the Parties are parties, shall not be transferred.

3. Information transferred under this Agreement or generated in the course of its implementation and considered by the Kazakhstan Party or the Russian Party as official information of limited distribution, shall be clearly defined and designated as such.

Documents containing information considered by the Parties as proprietary information of limited distribution should be marked “For official use”.

The Parties shall maximally limit the circle of persons having access to such information, and ensure its use only for the purposes provided for in this Agreement.

Such information shall not be disclosed or transferred to a third party without the written permission of the other Party.

Such information is treated in the Republic of Kazakhstan and in the Russian Federation as official information of limited distribution.

Protection shall be provided for such information in accordance with the laws of the States of the Parties.

4. The procedure and conditions for the transfer and protection of information, and also the amount of the transferred information, shall be determined in accordance with the legislation of the states of the Parties in the agreements (contracts) on specific cooperation areas.

Article 6

1. The term “intellectual property”, used in this Agreement, has the meaning specified in article 2 of the Convention establishing the World Intellectual Property Organization, signed in Stockholm on July 14, 1967.

The term “jointly acquired intellectual property” used in this Agreement means intellectual property obtained as a result of joint activities in the course of implementation of this Agreement.

The term “previous intellectual property” used in this Agreement means intellectual property obtained outside the scope of work under the agreements (contracts) concluded during the implementation of this Agreement, owned by the state of one of the Parties and (or) its competent authority and (or) its authorized organizations, the use of which is necessary for the fulfillment of this Agreement.

The term “information on the intellectual activity results”, used in this Agreement, means information that discloses the content of the results of intellectual activity expressed in documentation and (or) other tangible media with a mark of restricted access and dissemination of such information.

The technical and scientific-technical documentation, as well as the products developed, manufactured and delivered in the course of cooperation for the purposes of this Agreement contain scientific, design, technical and technological solutions (hereinafter referred to as the intellectual activity results).

2. Provision, transfer or use of previous intellectual property is the subject of separate agreements (contracts) concluded during the implementation of this Agreement.

The previous intellectual property granted to the Party, its competent authority or authorized organizations shall be used exclusively in accordance with the terms of the agreements (contracts) concluded for the implementation of this Agreement and shall not be provided to a third party without a written consent of the other Party, its competent authority or authorized organization that provided the previous intellectual property.

The Parties, their competent authorities and authorized organizations, in accordance with the laws of each of the states of the Parties and international treaties to which the states of the Parties are parties, shall take all necessary measures to ensure protection of the intellectual activity results, protection of jointly obtained intellectual property and prior intellectual property, the use of which is required for the implementation of this Agreement.

3. The Parties, their competent authorities or authorized organizations shall stipulate in the agreements (contracts) concluded during the implementation of this Agreement, the procedure and conditions for the distribution and consolidation of rights, legal protection under this Agreement of the results of intellectual activity, provision of previous property and protection of jointly acquired intellectual property, and also obligations regarding:

- ensuring proper protection of the intellectual activity results and protection of jointly obtained intellectual property, also previous intellectual property;

- provision of previous intellectual property only after ensuring its legal protection in the territory of the state where it is planned to use such intellectual property;

- due consideration of the relevant contributions of the Parties, their competent bodies or authorized organizations, including of the previous intellectual property, in the distribution and consolidation of rights to the results of intellectual activity created jointly in the course of the implementation of this Agreement and the income from their use;

- order of ensuring legal protection of the results of intellectual activity created jointly during the implementation of this Agreement;

- ensuring protection of information relating to any results of intellectual activity created during the implementation of this Agreement, until the adoption and implementation of the relevant decision on their legal protection;

- reservation by the right holder of previous intellectual property of the right to control its use;

- ensuring protection of production secrets (know-how) and information on the intellectual activity results;

- order of compensation for losses resulting from unlawful use of intellectual property, production secrets (know-how) and information on the intellectual activity results.

4. A Party, its competent authority or authorized organizations receiving production secrets (know-how) and (or) information on the intellectual activity results (hereinafter - receiving Party) provided by the other Party, its competent authority or authorized organization (hereinafter - supplying party) shall recognize and protect such production secrets (know-how) and / or information.

Production secrets (know-how) and (or) information on the intellectual activity results shall be provided, transferred or used only after the receiving Party has taken measures to protect them.

The receiving Party shall protect information containing production secrets (know-how) and (or) information on the intellectual activity results at a level not lower than the protection level provided in relation to its own similar information. If necessary, the agreements (contracts) between the authorized organizations provide for additional measures to protect information containing production secrets (know-how) and (or) information on the intellectual activity results.

The production secrets (know-how) and (or) information on the intellectual activity results provided during the implementation of this Agreement shall be used exclusively for the purposes of this Agreement, also in accordance with the terms of the agreements (contracts) concluded during the implementation of this Agreement.

The receiving Party shall undertake, without the prior written consent of the transmitting Party, not to use such production secrets (know-how) and (or) information for conducting its own research, development and technological works.

The receiving Party shall undertake not to divulge, publish, use for profit and not provide such secrets of production (know-how) and (or) such information to a third state, international organizations, and also to any third party.

The rights to protectable results of intellectual activity contained in the provided production secrets (know-how) and (or) information on the intellectual activity results belong to the supplying Party. The receiving Party shall undertake not to take actions to secure the rights to such results of intellectual activity. In case of breaching of this provision, the receiving Party shall undertake to transfer gratis in full the rights to such results of intellectual activity to the supplying Party.

5. To prevent unauthorized access to production secrets (know-how) and (or) information on the intellectual activity results that may be provided under this Agreement, the Parties, their competent bodies and authorized organizations shall have the right to use the information protection tools, and also provide products transferred under the Agreement containing the intellectual activity results and (or) being such, technical means protecting it from unauthorized copying, changes and (or) modifications, in the manner prescribed by the legislation of each of the states of the Parties.

6. The Parties, their competent bodies and authorized organizations shall take all the necessary measures gratis to ensure that the proper right holder reserves the rights to intellectual property results and to acquiring by him of jointly obtained intellectual property in accordance with the terms of this Agreement and the agreements (contracts) concluded during the implementation of this Agreement.

Article 7

1. Each Party shall carry out its activities under this Agreement in accordance with the law and other regulatory legal acts of its state, and also international treaties to which its state is a party.

2. Each Party shall independently bear its costs resulting from cooperation in accordance with this Agreement.

Article 8

1. Export of nuclear materials, equipment, special non-nuclear materials and related technologies within the framework of this Agreement shall be carried out in accordance with the obligations of the states of the Parties arising from the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968, and also from other international treaties and agreements within the framework of multilateral export control mechanisms to which the Republic of Kazakhstan and the Russian Federation are signatories.

2. Technologies transferred in accordance with this Agreement, and also nuclear materials produced on their basis, or resulting from their use special non-nuclear materials, facilities, equipment and related technologies:

1) shall not be used to produce nuclear weapons and other nuclear explosive devices or to achieve any other military objective;

2) shall be provided with physical protection measures at a level not lower than the levels recommended by the IAEA document Nuclear Security Recommendation on Physical Protection of Nuclear Material and Nuclear Facilities (INFCIRC / 225 Rev.5);

3) shall be under IAEA safeguards for the entire period of their actual presence in the territory or under the jurisdiction of the States of the Parties, with consideration to respective obligations of the Parties under the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968:

in respect of the Republic of Kazakhstan - in accordance with the Agreement between the Republic of Kazakhstan and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons of July 26, 1994, and also the Supplementary Protocol to the Agreement between the Republic of Kazakhstan and the International Atomic Energy Agency on the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons of February 6, 2004;

in respect of the Russian Federation, where applicable - in accordance with the Agreement between the Union of Soviet Socialist Republics and the International Atomic Energy Agency for the Application of Safeguards in the Union of Soviet Socialist Republics of February 21, 1985, and also the Supplementary Protocol between the Russian Federation and the

International Atomic Energy Agency to the Agreement between the Union of Soviet Socialist Republics and the International Atomic Energy Agency for the Application of Safeguards in the Union of Soviet Socialist Republics of March 22, 2000;

4) shall be re-exported or transferred from the jurisdiction of the recipient country only under the terms provided for in this article, and shall be subject to the IAEA safeguards as far as practicable in the framework of the relevant safeguards agreement.

3. Nuclear materials transferred by the Parties under this Agreement shall not be enriched to a value of 20 percent or more on uranium-235 isotope, and shall not be enriched without the prior written consent of the supplying Party.

4. Equipment and materials of dual use and related technologies applied for nuclear purposes, transferred by the Parties among themselves in accordance with this Agreement, and any reproduced copies thereof:

shall be used only for declared purposes not related to the activities for the creation of nuclear explosive devices;

shall not be used in activities of the nuclear fuel cycle not covered by the IAEA safeguards;

shall not be copied, modified, re-exported or transferred to anyone without the written permission of the competent authority of the other Party.

5. The Parties shall cooperate on the export control of nuclear materials, equipment, special non-nuclear materials and related technologies within the framework of this Agreement.

Article 9

Disputes between the Parties regarding interpretation and application of the provisions of this Agreement shall be resolved through consultations and negotiations between the competent authorities, unless the Parties agree otherwise.

Article 10

This Agreement shall not affect the rights and obligations of each of the Parties under other international agreements in force at the time of signing of this Agreement, to which the Republic of Kazakhstan or the Russian Federation is a party.

Article 11

Civil liability for nuclear damage that may arise in connection with the implementation of cooperation under this Agreement shall be regulated by the Parties in accordance with the Vienna Convention on Civil Liability for Nuclear Damage of May 21, 1963.

Article 12

The language used for exchange of information related to the implementation of this Agreement is Russian.

Article 13

1. This Agreement shall enter into force on the date of receipt of the last written notice on completion by the Parties of the internal procedures necessary for its entry into force, and shall be valid until its termination in accordance with paragraph 2 of this article.

2. Each of the Parties may terminate this Agreement by sending a written notice of such intention to the other Party at least six months before the expected termination date.

3. Termination of this Agreement shall not affect the rights and obligations of the Parties arising from the implementation of this Agreement before its termination, unless otherwise agreed by the Parties.

4. In the event of termination of this Agreement, the obligations of the Parties in accordance with Articles 5, 6, 8, 9 and 11 of this Agreement shall remain in force, unless the Parties agree otherwise.

5. By consent of the Parties, this Agreement may be amended by separate protocols.

6. Termination of this Agreement shall not affect the validity of agreements (contracts) concluded in accordance with paragraph 1 of Article 4 of this Agreement during its validity and not completed before the date of its validity termination, unless otherwise agreed by the Parties.

Executed in Vienna on September 19, 2017 in two copies, each in the Kazakh and Russian languages, all texts being equally authentic.

*For the Government
of the Republic of Kazakhstan*

*For the Government
of the Russian Federation*