

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE  
GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN  
ON SCIENCE AND TECHNOLOGY COOPERATION**

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

Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology of both countries, as well as mankind;

Sharing responsibilities for contributing to the world's future prosperity and well being, desiring to make further efforts to strengthen their respective national research and development policies;

Considering scientific and technical cooperation is an important condition for the development of national economies;

Intending to strengthen their economic cooperation through specific advanced technology applications; and

Wishing to establish dynamic and effective international cooperation between scientific organizations and individual scientists in the two countries;

Have agreed as follows:

**ARTICLE I**

1. The purposes of this Agreement are to strengthen the scientific and technological capabilities of the Parties, to broaden and expand relations between the extensive scientific and technological communities of both states, and to promote scientific and technological cooperation in areas of mutual benefit for peaceful purposes.

2. The principal objectives of this cooperation are to provide opportunities to exchange scientific and technical information (other than information which is classified under the national laws and regulations of the Parties), skills, and techniques, and to collaborate on scientific and technological endeavors of mutual interest.

## **ARTICLE II**

1. The Parties, in accordance with their national laws and regulations, shall encourage cooperation through the implementation of mutual scientific projects; exchanges of scientific and technical information; coordination of joint training, including of high-ranking scientific staffs, in accordance with direct agreements between the stakeholder agencies and organizations of the Parties; exchanges of experience and knowledge among scientists, postgraduate and undergraduate students; convening of joint scientific symposiums, conferences, seminars and work meetings; establishment of science-based public-private partnerships; and other forms of scientific and technological cooperation as may be mutually agreed upon.

2. Priority will be given to collaborations that can advance common goals in science and technology and support partnerships between public and private research institutions, touching on the full spectrum of science and technology issues, such as promotion of science-based decision-making, environmental and biodiversity protection, agriculture, energy, space, health issues, information and communication technologies, science and technology education and science, technology and engineering for sustainable development.

## **ARTICLE III**

1. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies, universities, research centers, institutions, private sector companies and other entities of the two countries.

2. The government agencies and designated entities of the Parties may conclude under this Agreement implementing agreements or arrangements, as appropriate, in specific areas of science and technology. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation, procedures for transfer and use of materials, equipment and funds, and other relevant issues.

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

#### **ARTICLE IV**

Cooperative activities under this Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures of both countries and shall be subject to the availability of funds and personnel. This Agreement does not constitute any obligation of funds by either Party.

#### **ARTICLE V**

Scientists, technical experts, government agencies and institutions of third countries or international organizations may, in appropriate cases, be invited by agreement of the Parties to participate at their own expense, unless otherwise agreed, in projects and programs being carried out under this Agreement.

#### **ARTICLE VI**

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of this Agreement and the development of their cooperation in science and technology.
2. Each Party shall designate an Executive Secretary to conduct administrative affairs and, as appropriate, provide oversight and coordination of activities under this Agreement. The Executive Secretary for the United States shall

be an official from the Department of State; and for Kazakhstan, an official from the Ministry of Education and Science.

#### **ARTICLE VII**

1. Scientific and technological information of a non-proprietary nature resulting from cooperative activities under this Agreement, other than information that is classified under the Parties' national laws and regulations, may be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I, which shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.

3. Security obligations for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Agreement are provided for in Annex II, which shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.

#### **ARTICLE VIII**

1. Each Party shall facilitate, if required, in accordance with its national laws and regulations entry into and exit from its territory of appropriate personnel and equipment of the other Party, to ensure implementation of projects and programs under this Agreement.

2. Each Party, in accordance with its national laws and regulations, shall facilitate making arrangements to ensure implementation of joint activities under this Agreement.

Each Party shall facilitate, as appropriate and in accordance with its national laws and regulations, prompt and efficient access of persons of the other Party, participating in cooperative activities under this Agreement, to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers as needed to carry out those activities.

3. Commodities acquired by the United States Government, its contractors, sub-contractors, grantees, and sub-grantees, as well as citizens of Kazakhstan under this Agreement and financed by the United States Government shall be exempt from taxation and customs fees in accordance with the legislation of the Republic of Kazakhstan on grants. Commodities include any material, article, supplies, goods, or equipment. A contractor is a person that concluded a contract with the United States Government. If taxation or customs fees are applied, the Government of the Republic of Kazakhstan shall provide timely reimbursement to the United States Government and its agents.

#### **ARTICLE IX**

Costs and expenses incurred while implementing this Agreement should be covered by each Party according to its own national laws, unless agreed to otherwise.

#### **ARTICLE X**

With written mutual consent, the Parties may amend this Agreement in the form of separate protocols.

#### **ARTICLE XI**

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of the Agreement, the Parties shall resolve them by means of negotiations and consultations.

#### **ARTICLE XII**

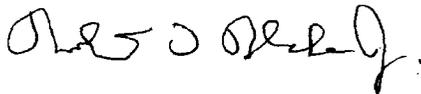
1. The Agreement shall enter into force on the date of the last written notification by which the Parties notify each other of the completion of necessary internal procedures for entry into force. It shall remain in force for

a period of ten (10) years and may be extended for further ten-year periods, by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party upon three (3) months' written notice. Termination of the Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination or expiration of this Agreement. Notwithstanding the termination or expiration of this Agreement, the obligations set forth in Annexes I and II shall continue to apply unless otherwise agreed in writing by the Parties.

DONE at Washington, in duplicate, this 11 day of April, 2010 in the English, Kazakh, and Russian languages, all texts being equally authentic. In case of any divergence of interpretation of the provisions of this Agreement, the English-language text shall prevail.

**FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA:**



**FOR THE GOVERNMENT  
OF THE REPUBLIC OF  
KAZAKHSTAN:**



## **ANNEX I**

### **INTELLECTUAL PROPERTY**

Pursuant to Article VII (2) of this Agreement:

#### **I. GENERAL OBLIGATION**

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

#### **II. SCOPE**

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.

C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws.

D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

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

### III. ALLOCATION OF RIGHTS

A. To the extent consistent with applicable law, each Party shall be entitled to a non-exclusive, irrevocable license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Paragraph III (A) above, shall be allocated as follows:

1. Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

2. (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a), (b) and (c) above, if a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual

property worldwide although creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

#### **IV. BUSINESS CONFIDENTIAL INFORMATION**

In the event that information identified in a timely fashion as business confidential information is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with national laws, regulations, and administrative practices. Information may be identified as "business confidential information" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

## **ANNEX II**

### **SECURITY OBLIGATIONS**

#### **I. PROTECTION OF SENSITIVE TECHNOLOGY**

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with each Party's applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

#### **II. TECHNOLOGY TRANSFER**

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements. Export-controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.