



**ARRANGEMENT
BETWEEN
THE JAPAN ATOMIC ENERGY AGENCY
AND
THE AL-FARABI KAZAKH NATIONAL UNIVERSITY OF THE REPUBLIC OF
KAZAKHSTAN
FOR COOPERATION IN RESEARCH
ON NUCLEAR ENERGY AND TECHNOLOGY**

The Japan Atomic Energy Agency (JAEA) and the Al-Farabi Kazakh National University of the Republic of Kazakhstan (KNU), hereinafter collectively called the “Parties”,

Noting the Memorandum of Cooperation on research in the field of high temperature gas-cooled reactor and reactor irradiation testing technologies signed on October 10, 2011 by JAEA and KNU, and

Wishing to continue the long-term and productive cooperation in nuclear energy and technology areas,

Hereby agree as follows:

Article 1

Purpose

The purpose of this Arrangement is to strengthen the research cooperation between the Parties in the field of high temperature gas-cooled reactor and research reactor technologies. Such cooperation shall be on the basis of mutual benefit, equality and reciprocity.

Article 2

Areas of cooperation

The Parties will promote cooperation concerning following research areas, human resource

development and other areas as may be mutually agreed by the Parties.

I. High temperature gas-cooled reactor technology

- (1) Fuel and material study
- (2) Others

II. Research reactor technology

- (1) Study on light material elements
- (2) Others

III. Human Resource Development

- (1) Training program for the instructors
- (2) Other training programs and seminars

Article 3

Scope of cooperation

The cooperative activities under this Arrangement may include:

- (1) Exchange of scientific and technological information;
- (2) Research and development on the fuel and material for high temperature gas-cooled reactor;
- (3) Research and development on research reactor technology;
- (4) Exchange of scientists, engineers, trainees and other experts, which includes their short-term visits to the facilities of the Parties;
- (5) Organize seminar on high temperature gas-cooled reactor and research reactor technologies; and
- (6) Other activities as may be mutually agreed by the Parties.

Article 4

Implementation of the Arrangement

4.1 A detailed description of each Specific Topics of Cooperation to be performed will be agreed upon between the Parties in the STC Sheets written in English and signed by both Parties, a model of which is attached hereafter as Annex.

4.2 Specific Topics of Cooperation which may require specific terms and conditions, specific funding and manpower to either or both Parties shall be formalized in Specific Contracts within

the framework of this Arrangement.

Specific Contracts shall provide conditions for carrying out the concerned cooperative activities on such matters as technical scope, confidentiality, schedule, financial provisions, export control and intellectual properties.

Article 5
Coordination

Each Party shall designate a coordinator for the coordination, preparation, and implementation of the cooperation within the scope of this Arrangement. All administrative contacts between the Parties shall be effected through the coordinators.

Article 6
Finance

- 6.1 Unless otherwise mutually agreed in writing by the Parties, each Party shall bear all costs of its activities under this Arrangement.
- 6.2 The implementation of the cooperative activities under this Arrangement shall be subject to the availability of appropriated funds.

Article 7
Exchange of Personnel

With respect to exchange of personnel under this Arrangement:

- 7.1 Whenever an exchange of personnel is contemplated, each Party shall ensure that qualified personnel are selected for assignment to the other Party.
- 7.2 The Parties shall enter into a separate Personnel Assignment Arrangement as set forth in Appendix A for the purpose of putting this article into effect.
- 7.3 Each Party shall be responsible for the salaries, insurance and allowances to be paid to its personnel.

- 7.4 The assigning Party shall be responsible for bearing the travel and living expenses of its personnel while on assignment to the receiving Party unless otherwise agreed upon in writing.
- 7.5 The receiving Party shall arrange for adequate accommodations for the assigned personnel and their families.
- 7.6 The receiving Party shall provide all necessary assistance to the assigned personnel and their families regarding administrative formalities (travel arrangement, etc.).
- 7.7 The assigned personnel of each Party shall conform to the general and special rules of work and safety regulations in force at the receiving Party.

Article 8

Information

- 8.1 (1) The Parties shall support the widest possible dissemination of information provided or exchanged under this Arrangement subject to the need to protect proprietary information, to copyright restrictions, and to provisions of this Article.
- (2) Upon publication of such information, it shall be mentioned clearly that the information was obtained under this Arrangement.
- 8.2 Use of proprietary information
- (1) Definitions as used for this Arrangement
- (i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Arrangement.
- (ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information or know-how (for example, computer programs, design procedures and techniques, or manufacturing methods) which is privileged or confidential, and may only include such information which:
- a. has been held in confidence by its owner;
 - b. is of a type which is customarily held in confidence by its owner;
 - c. has not been provided by the transmitting Party to other entities (including

- the receiving Party) except on the basis that it be held in confidence; and,
- d. is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

(2) Procedures

- (i) A Party receiving proprietary information pursuant to this Arrangement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

“This document contains proprietary information furnished in confidence under the Arrangement between JAEA and KNU for Cooperation in Research on Nuclear Energy and Technology (date will be inserted) and shall not be disseminated outside these organizations, the concerned departments and agencies of the Government of Japan and the Government of the Republic of Kazakhstan without the prior approval of Information Security Office.”

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction.

- (ii) With the prior written consent of the Party providing proprietary information under this Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing paragraph 8.2 (2) (i) above. The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its national policies, laws and regulations.
- (3) If either of the Parties becomes aware that it will be, or it may reasonably be expected to become unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
- (4) Information resulting from seminars, workshops and other meetings arranged under this Arrangement, resulting from the assignments of personnel and use of facilities

shall be treated by the Parties according to the principles specified in this Article with the provision that proprietary information orally communicated shall not be subject to the non-dissemination provisions of this Arrangement unless the individual communicating such information gives notice to the recipient as to the proprietary information communicated.

- (5) The transmitting Party in its relation with the receiving Party does not warrant the suitability of any information transmitted for any particular use or application. The transmitting Party will use its best efforts to furnish such information which will meet the requirements associated with cooperative activities under this Arrangement.

8.3 Right of use of information

Related technology information on the trigger list items of the Nuclear Suppliers Group shall not be exchanged between the Parties under this Arrangement.

Article 9

Patents

The Parties shall take necessary steps under the applicable laws and regulations of the relevant country or countries to achieve the equitable distribution of industrial property resulting from the cooperative activities under this Arrangement and licenses thereof, as follows:

9.1 With respect to any invention or discovery made or conceived in the course of or under the cooperative activities under this Arrangement:

- (1) If made by personnel of one Party (the assigning Party) while assigned to the other Party (the receiving Party) in connection with exchanges of scientists, engineers and other experts:
 - (i) The receiving Party shall acquire all rights, titles and interests in and to any such invention or discovery in its own country and in third countries.
 - (ii) The assigning Party shall acquire all rights, titles and interests in and to any such invention or discovery in its own country.
- (2) If made or conceived by a Party as a direct result of employing information which has been communicated to it under the cooperative activities under this Arrangement by the other Party, or communicated during seminars or other joint meetings, the Party making the invention or discovery shall acquire all rights, titles and interests in and to

such invention or discovery in all countries.

- (3) The Party which owns rights, titles and interests referred to in paragraphs 9.1 (1) and 9.1 (2) above shall grant upon request of the other Party, a non-exclusive, irrevocable license of such rights, titles and interests, to the other Party, its Government and nationals of its country designated by it. This license shall be free of charge for research, safety, regulatory and developmental activities, but for all other purposes it shall be subject to just compensation.

9.2 The provisions of the preceding paragraph 9.1 of this Article shall apply *mutatis mutandis* to the protection of utility model and design.

9.3 Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws. Each Party shall, without prejudice to any rights of inventors under its national law, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article.

Article 10

Copyright

Copyrights of the Parties shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of preceding paragraph 8.1, owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce or translate copyrighted material.

Article 11

Liability

11.1 Each Party shall alone be responsible for accidents to its staff or damages to its property, regardless of where the damages have been incurred during the term of this Arrangement and shall not bring suit or lodge any other claims against the other Party for damages to its property or accidents to its staff, unless the claim is based on gross negligence or intentional misconduct of the other Party or its employees.

11.2 The foregoing provision of this Article shall not apply to damages caused by a nuclear incident, as defined by the laws of the countries of the Parties. Damages caused by such a

nuclear incident shall be compensated in accordance with the laws of the countries of the Parties.

Article 12
Warranty

The Parties warrant that any information obtained and exchanged under this Arrangement shall not contain sensitive technology with respect to nuclear proliferation and nuclear reactor design, and that it is utilized exclusively for the peaceful use of nuclear energy.

Article 13
Dispute

The cooperative activities under this Arrangement shall be implemented in accordance with the laws of the respective countries and the regulations of the respective Parties within the scope of the Agreement between the Government of Japan and the Government of the Republic of Kazakhstan for Cooperation in the Peaceful Uses of Nuclear Energy, done at Tokyo on March 2, 2010. Any dispute arising out of the interpretation or implementation of this Arrangement and any question relating to the cooperative activities under this Arrangement shall be settled by amicable efforts of the Parties.

Article 14
Additional Provisions

- 14.1 This Arrangement shall enter into force upon signature of the Parties and shall remain in force for a period of five(5) years.
- 14.2 This Arrangement may be terminated at any time at the discretion of either Party upon six (6) months advance notification in writing by the Party seeking to terminate the Arrangement. Such termination shall be without prejudice to the rights which may have accrued under the Arrangement to either Party up to the date of such termination.
- 14.3 This Arrangement may be amended or extended through mutual written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Arrangement.

for THE JAPAN ATOMIC ENERGY
AGENCY

for THE AL-FARABI KAZAKH NATIONAL
UNIVERSITY OF THE REPUBLIC OF
KAZAKHSTAN

Signature: 

Signature: 


Name: Hiroshi Uetsuka

Name: Galimkair Mutanovich Mutanov

Title: Executive Director Title: Rector

Date: 12/4 2012

Date: 04/12/2012