

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 1 out of 19
--------------------------------------	---	---



Approved by  
Quality Management  
Representative

G.S. Zhetessova

01.10. 2021

## **RULES**

# **OF ORGANIZING THE DEVELOPMENT, LEGAL PROTECTION AND USE OF INTELLECTUAL ACTIVITY OBJECTS AT KARAGANDA TECHNICAL UNIVERSITY**

**KTU R IV-08-2021**

Developed by: A.K. Rakishev 

**Karaganda**

NLC “Karaganda Technical University”	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 2 out of 20
--------------------------------------	---	---

## Table of Contents

1 Scope	3
2 Regulatory references	3
3 Terms, definitions and abbreviations	3
4 Procedure of ensuring the rights of the University to the results of research, development and technological work	4
5 Procedure of ensuring the rights of the University as the owner of intellectual property objects developed by University employees	7
6 Ensuring the University rights to intellectual property objects that constitute a commercial secret	11
7 Protection of the University property interests in the field of intellectual property	12
8 Amendments to the document	13
9 Safekeeping	13
10 Copying and distributing	14
11. Cancellation and disposition of the document	14
Appendix A Agreement on Confidence and non-disclosure of information	16
Appendix B Coordination sheet	19
Appendix C Familiarization sheet	20

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 3 out of 19
--------------------------------------	---	---

**Effective date** 2021 10 01  
(year, month, day)

## 1 Scope

These Rules establish the procedure of ensuring the rights of Karaganda Technical University (hereinafter referred to as KTU) to the results of intellectual activity (intellectual property) provided for by law.

## 2 Regulatory references

In these Rules, references are made to the following normative documents:

RK ST ISO 9001-2016 (9001-2015) Quality management systems. Basic provisions and vocabulary;

RK ST ISO 9000-2017 (9000-2015) Quality management systems. Requirements; Civil Code of the Republic of Kazakhstan dated December 27, 1994;

Paris Convention on the Protection of Industrial Property of March 20, 1883;

Law of the Republic of Kazakhstan dated July 16, 1999 No. 427-I "Patent Law of the Republic of Kazakhstan;

Law of the Republic of Kazakhstan dated June 10, 1996 No. 6-I "On Copyright and Related Rights".

## 3 Terms, definitions and abbreviations

In these Rules, the following terms are used with the corresponding definitions and abbreviations:

- R - Rules;
- SRW – scientific research work;
- PC - electronic computing machine;
- RK MES - Ministry of Education and Science of the Republic of Kazakhstan;
- NIIP - National Institute of Intellectual Property;
- OIP - an object of intellectual property;
- DE - Department of Entrepreneurship;
- CO - Commercialization Office.

A KTU employer is a legal entity that is in labor (official) relations with an employee in accordance with the legislation of the Republic of Kazakhstan.

An employee is the author of an official object of intellectual property (invention, utility model, industrial design, copyright object, computer program, database), who is in labor (official) relations with the employer (including part-time) in accordance with the legislation of the Republic of Kazakhstan.

Intellectual property is understood in accordance with Article 2 of the Convention Establishing the World Intellectual Property Organization (WIPO) concluded in

NLC “Karaganda Technical University”	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 4 out of 20
--------------------------------------	---	---

Establishing the World Intellectual Property Organization (WIPO) concluded in Stockholm on 14.07.67).

It should be borne in mind that in accordance with Article 125 of the Civil Code of the Republic of Kazakhstan, intellectual property is an exclusive right of a citizen or legal entity to the results of intellectual creative activity and equated means of individualization of a legal entity, products of an individual or legal entity, works or services performed by them (corporate name, trademark, official mark, etc.).

Industrial property is understood in accordance with the Paris Convention for the Protection of Industrial Property (amended on July 14, 1967). Industrial property includes: inventions, utility models, industrial designs, trademarks, official marks, trade names, indications of the source and origin.

A license agreement is an agreement under which one party (the licensor) is obliged to provide the other party (the licensee) for use for the fee established by the agreement its invention and other scientific and technical results with ensuring the possibility of their practical use.

Objects of intellectual property are considered as official ones if they are developed by:

- an employee in connection with the performance of his official duties determined by job descriptions and other similar documents, or a specific task received by him from the employer;
- an employee in the field of professional activity or entrepreneurial activity or entrepreneurial interests of the employer using information, experience, material, technical and other means of the employer, within the period of labor (official) relations, as well as within the time specified by the contract from the moment of termination of the said relations (see note).

Note: The above-mentioned period is established by KTU based on the interests of the employer, with its obligatory indication in contracts concluded with employees, or in personal obligations signed by employees.

In practice, technical know-how includes:

- various kinds of technical knowledge and experience that do not have patent protection in the Republic of Kazakhstan and abroad including methods and skills needed for designing, calculating, constructing and manufacturing any objects or products, research and development, and other works;
- development and use of technological processes;
- compositions and recipes of materials, substances, alloys, etc.

#### **4 Procedure of ensuring the rights of the University to the results of research, development and technological work**

##### **4.1 Contractual regulation of relations on intellectual property issues in performing scientific research at the university**

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 5 out of 20
--------------------------------------	---	---

As a Result of R&D, all the types of scientific and technical results protected by law are developed: objects of industrial property (inventions, utility models, industrial designs), copyright (monographs, articles, teaching aids, computer programs and databases, etc.), as well as trade secrets that constitute know-how protected within the framework of protecting commercial information. KTU carries out research, development and technological work on various grounds: orders of the Ministry of Education and Science of the Republic of Kazakhstan, orders of other ministries and departments, under economic agreements, contracts, grants, etc. To perform work, KTU as a legal entity can enter into relations with other legal entities and individuals simultaneously in the person of the contractor, customer, employer, subject of certain rights to created intellectual property objects, etc. All the results of work carried out on the basis of civil law contracts by orders from the Ministry of Education and Science of the Republic of Kazakhstan, orders from other ministries and departments, business contracts, contracts, grants, etc. fall under the mode of "official works" and "official inventions". KTU has the full right to use and dispose of the results of research and development. The relationship between the University and the employee is governed by the Employment Work Agreement, the Employment Invention Agreement, the Agreement on the Amount and Procedure for Payment of Remuneration to the Authors of the Employment Work, and the Agreement on the Amount and Procedure for Payment of Remuneration to Authors of the Invention.

#### 4.1.1 Conclusion of contracts for work

##### 4.1.1.1 General

1. In accordance with the provisions of the Civil Code of the Republic of Kazakhstan, contracts for work include contracts in which one party (contractor or performer), for a fee established by the contract, undertakes to perform certain scientific and technical works on the order of the other party (customer) and transfer their results to the customer or provide him scientific and technical services.

2. Each of the parties to the contract has certain rights to use the intellectual property obtained in the course of contract work.

KTU, as the customer of work under an agreement with the contractor, has the right to the results of work including those under legal protection, within the limits and on the conditions provided for by the agreement.

In the absence in the text of the contract of articles regulating the rights (or part of the rights) of the contractor to the results of work, the exclusive rights to use the scientific and technical results of the work are considered to belong to the customer. the contractor in this case has the right to use the results of work obtained by him only for his own needs.

##### 5.1.1.2 Procedure of ensuring the rights of KTU in the field of intellectual property when concluding contract contracts

These Rules establish the following procedure for ensuring the rights of KTU in the field of intellectual property when concluding contract contracts:



NLC “Karaganda Technical University”	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 6 out of 20
--------------------------------------	---	---

1) The distribution of rights to intellectual property including industrial property developed when performing contract research, development and technological work is carried out at the stage of its conclusion an agreement between the parties.

2) The text of the agreement indicates which of the parties and on what conditions will own the rights to intellectual property including industrial property developed when performing work under the agreement.

These Rules establish the following options for the distribution of rights to intellectual property including industrial property, between the customer and the contractor:

**Option 1.**

The rights to the results of the work are transferred to the customer; at the same time, inventions and other industrial property objects developed by the contractor in the course of the work are formalized in the name of the customer.

The following entry is made in the text of the agreement:

*The rights to industrial property objects created by the contractor in the process of performing work under the contract belong to the contractor.*

**Option 2.**

The customer uses inventions, utility models, industrial designs developed by the contractor in the course of work under the contract, within the framework of an additional contract concluded between the Parties, however, inventions and other industrial property objects created by the contractor in the course of the work are formalized with title of protection in the name of the contractor and the customer).

The following entry is made in the text of the agreement:

*The rights to intellectual objects, including industrial property, created by the contractor in the process of performing work under the contract, belong jointly to the contractor and the customer.*

In this case, the relations between the parties are regulated by an agreement on the legal protection and use of industrial property, which is an integral part of this agreement, which is additionally concluded at the stage of signing the contract.

In relation to each specific industrial property object, when it is created, a separate agreement is concluded that provides for the rights, obligations of the parties, as well as the distribution of income received from the use of this object.

4.1.2 Conclusion of contracts for the transfer of scientific and technical products that are the property of KTU.

This R establishes the following procedure for ensuring the rights of KTU in the field of intellectual property when concluding contracts for the transfer of scientific and technical products that are the property of KTU.

1) When concluding agreements with third parties for the transfer of scientific and technical products, an integral part of which is previously created objects of intellectual property belonging to KTU: inventions, utility models, industrial designs protected by valid title deeds, "know-how", computer programs, databases, service

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 7 out of 20
--------------------------------------	---	---

works, etc. (hereinafter referred to as the OIP), KTU notifies the potential buyer (Licensee) of this.

2) The transfer of scientific and technical products is carried out within the framework of an agreement providing for the transfer of rights to use these objects of intellectual property (License Agreement), which, in the event of transfer of rights to inventions, utility models, industrial designs, is subject to mandatory registration with the Committee on Intellectual Property Rights of the Ministry justice of the Republic of Kazakhstan.

4.1.3 The procedure of ensuring the rights of KTU in the field of intellectual property when concluding agreements on scientific and technical cooperation

1) When concluding agreements on scientific and technical cooperation, the Parties sign an agreement on the legal protection and use of industrial property objects, which regulates relations between the Parties in the event that industrial property objects (inventions, utility models) are created in the course of work, which is an integral part of the above Agreement.

2) If in order to perform work under an agreement on scientific and technical cooperation it will be necessary to use previously developed and owned by the Parties intellectual property including industrial property, the so-called "own results", the transfer of rights to use them between the parties occurs within the framework of separate contracts.

In this case, the transfer of rights to industrial property objects will be carried out in the form of a non-exclusive license to use the industrial property object. The transfer of rights to know-how will be carried out in the form of a non-exclusive license to know-how.

## **5 Procedure of ensuring the rights of the University as the owner of intellectual property objects developed by University employees**

### **5.1 The rights of KTU to official objects of intellectual property**

#### **5.1.1 The rights of KTU "official works"**

As a result of scientific and educational work of the KTU employees, various objects of copyright are developed (monographs, articles, teaching aids, computer programs and databases, etc.), industrial property objects (inventions, utility models, industrial designs), KTU trademarks. Legal protection of the interests of KTU and the University employees is provided by these Rules.

The objects of copyright are considered as official ones if they are developed by:

- an employee in connection with the performance of his official duties, determined by job descriptions, an individual work plan of teachers and other similar documents, or a specific assignment received from KTU;
- an employee in the field of professional activity or entrepreneurial activity or entrepreneurial interests of the employer using information, experience, material,

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 8 out of 20
--------------------------------------	---	---

technical and other means of the employer, during the period of labor (service) relations, as well as during the time since the end of the said relations, accepted by the terms of the contract.

5.1.2 In accordance with clause 2 of Article 10 of the Patent Law of the Republic of Kazakhstan, KTU has the right to title official objects of industrial property, unless otherwise provided in the contract between it and the employee.

5.2 Notification to KTU about the development of an official object of intellectual property

5.2.1 An employee who has developed an official invention, utility model, industrial design, computer program or database must immediately notify the Employer in writing.

5.2.2 The notification must be signed by an employee-authorized representative of the authors' collective, endorsed by the head of the development department and must contain a description of the created object sufficient for filing an application for the issue of a title of protection for an employee's invention, utility model, industrial design, or for registering a computer program or database.

5.3 Procedure of considering the issues on advisability of possession of titles of protection for official objects of intellectual property.

5.3.1 The decision on advisability of obtaining titles of protection for official inventions, utility models, industrial designs, computer programs or databases, as well as on the early termination of the validity of titles of title for industrial property belonging to the University, is made by the employer, represented by the rector or otherwise. by an authorized person with the involvement, if necessary, of chief specialists, a patent attorney (head of the patent service), the head of a special department within 10 days from the date the employee submits a notification about the created official intellectual property object.

5.3.2 The decision of the employer in relation to each specific object, the notification of which development was submitted by the employee, can be as follows:

- to submit an application for the issuance of a title of protection in the RK NIIP;
- to submit an application for registration of a computer program or database in the RK NIIP;
- to keep this object in a commercial secret;
- to assign the right to submit an application to another person including the author(s).

5.4 Legal protection of official objects of intellectual property

5.4.1 The complex of works on preparation for patenting of developed official inventions, utility models, industrial designs, as well as registration of computer programs or databases (conducting patent search, preparation of application materials, etc.) period from the date of notification of the developed object.

5.4.2 The Parties shall take all the measures to submit an application within the time limits stipulated in clause 6.4.1.



NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 9 out of 20
--------------------------------------	---	---

If it is impossible to prepare application materials in compliance with the specified period for a good reason (business trip, illness, the need for additional research, etc.), the period is suspended and resumed upon receipt of the necessary information, the employee returns from a business trip, etc.

#### 5.5 Ensuring confidence

5.5.1 The employee and KTU are obliged to refrain from any disclosure of information of an employee's invention, utility model, industrial design until the date of publication of information about an application for an employee's invention, or information about the issuance of a certificate for a utility model or a patent for an industrial design, information about which during the specified period, it is recognized as a commercial secret of KTU.

5.5.2 If the information (hereinafter referred to as the Document) of scientific research, experimental design or technological work carried out at KTU contains the data of application, the official publication of which has not yet occurred, then the specified Document is recognized as constituting a commercial the secret of KTU.

#### 5.6 Rights of authors of official intellectual property objects

5.6.1 In accordance with Article 9 of the Patent Law of the Republic of Kazakhstan, the author (s) of a service invention, utility model, industrial design shall have the following rights:

- the right of authorship, that is, the right to be considered the author of this invention, utility model, industrial design;
- the right to remuneration.

In this case, the amount and conditions for payment of the above remuneration are determined by an agreement concluded between the author (authors) and the employer (clause 9, article 10 of the Patent Law of the Republic of Kazakhstan).

5.6.2 If within the period referred to in clause 6.4.1 from the date of notification KTU does not submit an application to the NIIP, does not assign the right to submit an application or does not inform the author about his decision to preserve the content of this object in a commercial secret, then in accordance with paragraph 7 of Article 10 of the Patent Law of the Republic of Kazakhstan, the author receives the right to obtain a title of protection. In this case, the employer has the pre-emptive right to use the relevant industrial property object in its own production under an agreement with the patent owner.

#### 5.6.3 Rights of the authors of official works

5.6.3.1 In accordance with Art. 7 of the Law of the Republic of Kazakhstan "On Copyright and Related Rights", the objects of copyright are:

- works of science, education and literature (including monographs, collections, articles, study guides, educational and methodological developments, computer programs and databases and knowledge, etc.), including in electronic form;
- works of architecture, urban planning, design and landscape gardening art;
- maps, plans, sketches, illustrations and three-dimensional works related to geog-

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 10 out of 20
--------------------------------------	---	--

raphy, topography and other sciences;

- other works;
- derivative works (translations, adaptations, annotations, abstracts, summaries, reviews, performances, musical arrangements and other processing of works of science, literature and art);
- collections (encyclopedias, anthologies, databases) and other composite works, which are the result of creative work in the selection and (or) arrangement of materials.

Derivative and composite works are protected by copyright regardless of whether the works on which they are based or which they include are subject to copyright.

5.6.2.2 In accordance with Art. 14 and Art. 16 of the Law of the Republic of Kazakhstan "On Copyright and Related Rights":

1. The personal non-property right to a work created in the course of performing official duties or the official assignment of the employer (official work) belongs to the author of the official work.

2. The amount of the author's remuneration for each type of use of the official work and the procedure of its payment shall be established by the author's agreement between the author and the employer.

5.6.2.3 In accordance with Art. 15 of the Law of the Republic of Kazakhstan "On Copyright and Related Rights":

1. The following personal non-property rights belong to the author in relation to his work:

- the right to be recognized as the author of the work (the right of authorship);
- the right to use or permit the use of the work under the original name of the author, a pseudonym or without designation of a name, that is, anonymously (the right to a name);
- the right to the inviolability of the work including its name, the right to resist any distortion, distortion or other alteration of the work, as well as any other infringement that could damage the honor or reputation of the author (the right to protect the author's reputation).

2. The author has the right to withdraw from the earlier decision on the publication of the work (the right of withdrawal), provided that the user is reimbursed for losses caused by such a decision including lost profits. If the work has already been made public, the author is obliged to publicly notify about its withdrawal. At the same time, he has the right to withdraw previously made copies of the work from circulation at his own expense. When developing an official works, the provisions of this clause do not apply.

3. Personal non-property rights belong to the author regardless of his property rights and remain with him in the event of the assignment of exclusive rights to use the work.

## 5.7 Procedure of the remuneration payment

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 11 out of 20
--------------------------------------	---	--

5.7.1 Authors of official inventions, utility models, industrial designs, computer programs or databases used at KTU within the period of using the above-mentioned object are paid remuneration, the amount of which is established on the basis of the corresponding agreement (contract) concluded between the authors and KTU.

5.7.2 Persons who contributed to the development, industrial implementation at KTU of official inventions, utility models, industrial designs, computer programs or databases, as well as the sale of their licenses to third parties, are paid a one-time fee, the amount of which is established by the rector of KTU.

5.7.3 The decision to pay remuneration under paragraphs 6.7.1 and 6.7.2 are accepted by the employer in the person of KTU Rector (or, for example, the Academic Council, etc.), with the involvement of chief specialists, if necessary, the Patent Attorney (head of the patent service) within a month after:

Option 1 (when implementing IPO in the own production):

- summarizing the results of the financial and economic activities of KTU, approval of the annual report on the financial and economic activities of KTU at the meeting of shareholders, etc.

Option 2 (when selling a license):

- receiving by KTU license payments.

## **6 Ensuring the University rights to intellectual property objects that constitute a commercial secret**

### **6.1 KTU rights to protect trade secrets**

In accordance with Article 126 of the Civil Code of the Republic of Kazakhstan, KTU has the right to keep secret commercially significant information (technical, economic, organizational "know-how") constituting an official or commercial secret, and the right to protection in the ways provided for by the current legislation, from illegal use of this information by third parties, provided that:

- 1) this information has actual or potential commercial value due to its being unknown to third parties;

- 2) there is no free access to this information on a legal basis;

- 3) the owner of the information takes appropriate measures to protect its confidentiality.

In this case, the period of protection is limited by the duration of the named conditions.

### **6.2 Organization of trade secrets protection**

6.2.1 Provisions indicated in clause 6.1 are carried out in accordance with Article 126 of the Civil Code of the Republic of Kazakhstan, when information has actual or potential commercial value due to unknown to third parties, there is no free access to it on a legal basis and KTU takes measures to protect its confidentiality: storage and access to such information, the possibility disclosure of this information in advertis-

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 12 out of 20
--------------------------------------	---	--

ing and other publications, the responsibility of employees for the preservation of trade secrets of KTU.

6.2.2 The objects of intellectual property of KTU referred to the category of "commercial secrets", are in the confidentiality mode, which provides for:

- affixing the stamp "CI" (commercial information) on the material carrier of the information of the object;
- restricting access to the information of an object labeled "CI", the procedure for demonstrating to third parties operating technological processes at various stages of industrial development, which are based on technological "know-how";
- verification of upcoming publications containing information about such an object (advertising materials, brochures, articles, speeches, etc.) in terms of the presence of confidential information in them;
- ensuring confidentiality conditions in relation to such objects on the part of KTU employees, provided for in the obligations to preserve KTU trade secrets they sign, as well as on the part of counterparties (buyers of products and services, trade and advertising agents, etc.), in concluded with them civil contracts.

## **7 Protection of the University property interests in the field of intellectual property**

### **7.1 Legislative provisions**

7.1.1 On the basis of Article 115 of the Civil Code of the Republic of Kazakhstan dated December 27, 1994 "Property rights include objectified results of creative intellectual activity, brand names, trademarks and other means of individualization of products, property rights and other property".

KTU has the right to protect property interests in relation to the rights to intellectual property belonging to him from unfair competition using the results of intellectual creative activity and means of individualization, which can be the object of exclusive rights (intellectual property) can be carried out by the third parties only with the consent of the copyright holder.

According to Article 15 of the Patent Law of the Republic of Kazakhstan, violation of the exclusive right of the patent holder (violation of the title of protection) is recognized as unauthorized manufacture, use, import, storage, offer for sale, sale and other introduction into civil circulation of a product created using protected industrial property, as well as the use of a protected method or the introduction into civil circulation of a product made directly by a protected method. In this case, a new product is considered to have been obtained in a protected manner, unless there is evidence to the contrary.

7.1.2 In accordance with clause 2 of article 126 of the Civil Code of the Republic of Kazakhstan, "persons who have received such information by illegal methods, as well as employees contrary to an employment contract, or counterparties, contrary to

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 13 out of 20
--------------------------------------	---	--

a civil law contract, who have disclosed official or commercial secrets, are obliged to compensate for the damage caused".

7.1.3 In accordance with clause 1 of Art. 14 of the Patent Law of the Republic of Kazakhstan, "any person who is not a patent owner has the right to use a protected industrial property object only with the permission of the patent owner on the basis of a license agreement".

In accordance with paragraph 2 of Art. 15 of the aforementioned Law of the Republic of Kazakhstan, "the patent holder has the right to demand: 1) terminating the violation of the title of protection; 2) compensation by the infringer for the losses caused and compensation for moral damage from the date of the first publication of information on the issue of the title of protection; 3) recovery of income received by the violator of the title of protection, instead of compensation for losses from the date of the first publication of the information on the issue of a title of protection; 4) payment by the infringer of the title of protection in the amount of ten to fifty thousand monthly calculation indices established by legislation. The amount of compensation is determined by the court instead of compensation for losses or collection of income; stored for this purpose and recognized as violating the title of protection, as well as funds specially designed to violate the title of protection from the date of the first publication of information on the issue of the title of protection; 6) mandatory publication of the violation including in it the information of the person who owns the violated right."

## 7.2 Judicial procedure of protection

7.2.1 In case of violation of the KTU rights including those in the field of intellectual property, KTU, based on the Civil Code of the Republic of Kazakhstan, has the right to a judicial procedure of protecting its rights.

These Rules have been developed in order to unify the procedure of ensuring the property and non-property rights of the University in the field of intellectual property.

These Rules come into effect from the moment of their approval.

## 8 Amendments to the document

Amendments to this document are made in accordance with DP KTU II-01 and is formalized in the Coordination sheet (Appendix B).

## 9 Safekeeping

These Rules are stored in accordance with DP KTU II-01.

NLC “Karaganda Technical University”	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 14 out of 20
--------------------------------------	---	--

## **10 Copying and distributing the document**

Copying and distributing the document are made in accordance with DP KTU II-01.

## **11 Cancellation and disposition of the document**

Cancellation and disposition of the document is made in accordance with DP KTU II-01.



NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 15 out of 20
--------------------------------------	---	--

## Appendix A (informative)

### Agreement on confidence and non-disclosure of information

Karaganda \_\_\_\_\_ 20\_\_

(name of the party)

hereinafter referred to as the "Disclosing Party", represented by

(position, surname, name, patronymic)

acting on the basis, on the one hand,

and \_\_\_\_\_,

(name of the party)

hereinafter referred to as the "Receiving Party", represented by

(position, surname, name, patronymic)

acting on the basis on the other hand

have entered into this agreement as follows:

1. The Disclosing Party transfers to the Receiving Party certain information that is considered confidential or secret of the Disclosing parties, namely concerning \_\_\_\_\_

(know-how, inventions, industrial designs and other IP

The Receiving party receives this information for \_\_\_\_\_

(purpose of acquiring information)

The transfer of information is due to the cooperation of the Parties and

The transfer of information is conditioned by cooperation of the Parties

2. The Parties confirm their understanding of the importance of the issue and agree to assume the following obligations:

2.1. Within \_\_\_\_\_ years from the date of concluding this Agreement, the Receiving Party will not disclose any information it receives from the Disclosing Party,

NLC “Karaganda Technical University”	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 16 out of 20
--------------------------------------	---	--

which is its secret or confidence, to any person, enterprise, organization, company and will not use this information for its own benefits, except for the purpose explicitly named above.

2.2. The Receiving Party will maintain the same high degree of secrecy to avoid disclosure or use of this information as the Receiving Party would reasonably respect its own confidential or company secret information of the same importance.

3.1. Any information, the transfer of which is made in writing and attributed by both parties to this Agreement, is considered confidential or a secret of the company (Minutes on transferring the information).

3.2. The information will not be considered confidential or company secret and the Receiving Party will have no obligation with respect to this information if it meets one of the following conditions:

- 1) is already known to the Receiving Party;
- 2) is or becomes publicly known as a result of the wrong, negligent or unintentional action of the Disclosing Party;
- 3) is legally obtained from the third party without limitation and without violation of this Agreement;
- 4) is provided to the third party by the Disclosing Party without a similar restriction on the rights of the third party;
- 5) is independently developed by the Receiving Party, provided that the person or persons who developed it did not have access to confidential or company secret information;
- 6) is permitted to be made public by the written permission of the Disclosing Party;
- 7) has been disclosed to the government at the request of a government agency, and the Receiving Party will use its best efforts to ensure that this information is treated as confidential or company secret, or if disclosure is required by law.

4.1. The Receiving party will be responsible for the following actions:

1) inadvertent disclosure or use of confidential information. If the Receiving Party does not observe the same high degree of care as it would reasonably observe in relation to its own confidential or company secret information of similar importance, and after discovering the unintentional disclosure or use of this information, the Receiving the party does not try to stop unintentional disclosure or use of confidential information;

2) the unauthorized disclosure or use of confidential or company secret information by persons who work or have worked for the Receiving Party. If it fails to protect this information with the same high degree of care, as it would reasonably respect its confidential or company secret information of similar importance.

4.2. The Receiving party appoints the person specified below as responsible for the secrecy of all confidential or company secret information under the Agreement. The Receiving Party can change its Privacy Officer by written notification to the Dis-

NLC "Karaganda Technical University"	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 17 out of 20
--------------------------------------	---	--

closing Party on behalf and address of its newly appointed Privacy Officer of all confidential or company secret information within a period of time after appointment.

4.3. The information provided by the Disclosing Party to the Receiving Party in any form under this Agreement will remain the exclusive property of the Disclosing Party, and the data and any copies thereof must be immediately returned to the Disclosing Party upon written request or destroyed at the discretion of the Disclosing Party.

5.1. Neither Party will disclose the existence of this Agreement without the prior consent of the other party.

5.2. The Agreement cannot be entrusted or transferred by the Receiving Party by virtue of law or a change of leadership. Any attempt by the Receiving Party to commission a contract without the prior written agreement of the Disclosing Party will be void. If the third party brings a claim or other legal action to disclose any confidential information, the Receiving Party will immediately notify the Disclosing Party and provide it, within reasonable limits, with such assistance as the Disclosing Party requires to prevent disclosure.

This Agreement is subject to jurisdiction and interpretation in accordance with the laws of \_\_\_\_\_.

6.1. The winning party in any claim or litigation between the Parties arising out of or related to this Agreement will be entitled to a reasonable refund of its attorney's fees and costs incurred in connection with any such claim or litigation.

6.2. If the Receiving Party is found to be guilty of disclosing confidential or company secret information, the Disclosing Party has the right at its sole discretion to reimburse losses incurred in connection with the disclosure or use of this information, or to receive a fine from the Receiving Party in the amount specified in a written agreement upon transfer information.

7.1. All oral reservations under this Agreement are void. The agreement can be modified or supplemented only in writing signed by both parties.

7.2. The parties agreed that disputes between them will be resolved in \_\_\_\_\_.

7.3. The signed text brings this Agreement into force from \_\_\_\_\_  
\_\_\_\_\_20\_\_\_ to \_\_\_\_\_20\_\_\_.

7.4. Privacy Officer \_\_\_\_\_

Disclosing Party: \_\_\_\_\_

Receiving Party: \_\_\_\_\_

In the event of a change in the legal address, current account or of the servicing bank, the parties are obliged to notify each other in \_\_\_\_\_ days.



NLC “Karaganda Technical University”	<b>Rules of Organizing the Development, Legal Protection and Use of Intellectual Activity Objects at Karaganda Technical University</b>	KTU R IV-08-2021 Version 02 Date 2021/09/23 Page 19 out of 20
--------------------------------------	---	--

## Appendix C (mandatory)