

Abylkas Saginov Karaganda Technical University NPJSC	<b>Rules          of Organizing Activities in the Field of          Development, Legal Protection and Use of          Intellectual Property Objects</b>	R X-07-2022 Version 01 Date 2022.11.01 Page 1 out of 22
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Approved by  
 Quality Management  
 Representative

G.S. Zhetessova



*07 November, 2022*

**RULES**

**OF ORGANIZING ACTIVITIES IN TH FIELD OF DEVELOPMENT,  
 LEGAL PROTECTION AND USE OF  
 INTELLECTUAL PROPERTY OBJECTS**

R X-07-2022

Developed by: A.K. Rakishev

*A.K. Rakishev*

**Karaganda**

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## 1 Scope

These Rules establish the procedure for ensuring the rights of the Non-profit Joint-stock Company Abylkas Saginov Karaganda Technical University (hereinafter - Karaganda Technical University) for the results of intellectual activity: intellectual property.

## 2 Regulatory references

These Rules use references to the following regulatory documents:  
 RK ST ISO 9001-2016 (9001-2015) Quality management systems. Fundamentals and glossary;  
 RK ST ISO 9000-2017 (9000-2015) Quality management systems. Requirements;  
 DP X-01 Documented procedure. Management of documented information.

## 3 Terms, definitions and abbreviations

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

- R - Rules;
- R&D - experimental design, research and development work;
- RK MSHE - Ministry of Science and Higher Education of the Republic of Kazakhstan;
- NIIP - National Institute of Intellectual Property;
- IPO - an object of intellectual property;
- CO - Commercialization Office.
- employer, Karaganda Technical University - a legal entity that has an employment (service) relationship with the employee in accordance with the legislation of the Republic of Kazakhstan;
- employee - the author or authors of an official intellectual property object (invention, utility model, industrial design, copyright object, computer program, database), which is in labor (service) relations with the employer (including part-time jobs) in accordance with the legislation of the Republic of Kazakhstan;
- intellectual property is understood in accordance with Article 2 of the Convention on the Establishment of the World Intellectual Property Organization (WIPO), concluded in Stockholm on July 14, 1967 [1].

At the same time, it should be taken into account that, in accordance with Art. 125 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the Civil Code), intellectual property is recognized as the exclusive right of a citizen or

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legal entity for 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 (company name, trademark, service mark, etc.) [2];

- industrial property is understood in accordance with the Paris Convention for the Protection of Industrial Property (as amended on 07/14/1967). Industrial property includes: inventions, utility models, industrial designs, trademarks, service marks, trade names, indications of source, appellations of origin [1];

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

The following objects of intellectual property are considered as official objects that 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 the information, experience, material, technical and other means of the employer, during the period of employment (service) relations, as well as within the time period specified by the contract from the moment the specified relations (see note).

Note: The above period is set by Karaganda Technical University based on the interests of the employer with the obligatory indication of it in contracts concluded with employees, or in personal obligations signed by employee.

Technical know-how include:

- various kinds of technical knowledge and experience that do not have patent protection in the Republic of Kazakhstan and abroad, including methods, methods and skills necessary for designing, calculating, building and manufacturing any objects or products, research, development and development work and etc. works;

- developments and use of technological processes;

- compositions and recipes of materials, substances, alloys, etc.

#### **4 Procedure for ensuring the rights of Abylkas Saginov Karaganda Technical University NPJSC for the results of research, development and technological work**

4.1 Contractual regulation of relations on issues of intellectual property in the performance of scientific research at the university.

As a result of the implementing research and development, all types of scientific

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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 data, etc.), as well as trade secrets protected within the framework of protecting commercial information that constitute know-how. Karaganda Technical University performs research, development and technological work on various grounds: orders of the RK MSHE, orders of other ministries and departments, economic agreements, contracts, grants, etc. To perform the work, Karaganda Technical University 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 the created intellectual property objects, etc. All the results of work performed on the basis of civil law contracts on orders from the RK MSHE, orders from other ministries and departments, business contracts, agreements, grants, etc. fall under the category of "official works" and "official inventions". Karaganda Technical University has the full right to use and to dispose of the results of research and development. The relationship between Karaganda Technical University and the employee is governed by an agreement on an official work, an agreement on an official invention, an agreement on the amount and procedure for paying remuneration to the authors of an official work and an agreement on the amount and procedure for paying remuneration to the authors of the invention.

#### 4.1.1 Conclusion of contractor agreements

##### 4.1.1.1 General

1. In accordance with the provisions of the Civil Code of the Republic of Kazakhstan, in contract agreements one party (contractor or performer), for a fee established by the contract, undertakes to perform certain scientific and technical work on the order of the other party (customer) and transfer to the customer their results or provide him with services of a scientific and technical nature [2].

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

Karaganda Technical University as the customer of the work under the contract with the contractor, owns the right for the results of the work, including those capable of legal protection, within the limits and on the terms stipulated by the contract.

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

##### 4.1.1.2 These Rules establish the following procedure for ensuring the rights of

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Karaganda Technical University in the field of intellectual property when concluding contracts:

1. The distribution of rights to objects of intellectual property, including industrial property developed when executing the contract work in the performance of research, development and technological work, is carried out at the stage of its conclusion as agreed between the parties.

2. The text of the agreement indicates which of the parties and under what conditions will own the rights for the objects of intellectual property, including industrial property developed when executing the 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 for the results of the work are transferred to the customer; at the same time, inventions and other objects of industrial property developed by the contractor in the course of implementing the work are issued with titles of protection in the name of the customer.

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

The rights for intellectual property, including industrial property developed by the contractor in the process of performing work under the contract, belong to the customer.

Relations between the parties in this case are regulated by an additional agreement concluded at the stage of signing the contract on the rights for intellectual property objects developed when executing the work under the contract for the development of scientific and technical products, which is an integral part of this contract.

#### Option 2.

The rights for the results of the work are transferred to the customer; however, inventions and other objects of industrial property developed by the executor in the course of implementing the work are issued with titles of protection in the name of the executor.

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

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

#### Option 3.

The customer uses inventions, utility models, industrial designs created by the contractor in the process of performing work under the contract, within the framework of an additional agreement concluded between the parties, however, inventions and other objects of industrial property developed by the contractor in the course of the work are issued with titles of protection in the name of the contractor

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and customer.

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

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

Relations between the parties in this case are governed by an additional agreement concluded at the stage of signing the contract on the legal protection and use of industrial property objects, which is an integral part of this contract.

In relation to each specific object of industrial property, upon its development 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 These Rules establish the following procedure for ensuring the rights of Karaganda Technical University in the field of intellectual property when concluding contracts for the transfer of scientific and technical products that are the property of Karaganda Technical University.

1. When concluding agreements with the third parties for the transfer of scientific and technical products, an integral part of which is previously developed and owned by Karaganda Technical University, objects of intellectual property: inventions, utility models, industrial designs, protected by existing security documents, "know-how", computer programs, databases, service works, etc. (hereinafter referred to as IPO), Karaganda Technical University notifies the potential buyer (licensee) about 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 in Committee on Intellectual Property Rights of the Ministry of Justice of the Republic of Kazakhstan.

4.1.3 These Rules establish the following procedure for ensuring the rights of Karaganda Technical University 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 developed in the course of implementing the work, which is an integral part of the above agreement.

2. If in order to perform the work under an agreement on scientific and technical cooperation it will be necessary to use previously created and owned by the parties objects of intellectual property, including industrial property, the so-called "own re-

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sults", the transfer of rights to use them between the parties takes place in under separate contracts. (The transfer of rights to industrial property in this case will be in the form of a non-exclusive license to use the object of industrial property. The transfer of rights to know-how will be in the form of a Non-exclusive license to know-how).

## **5 Procedure for ensuring the rights of Abylkas Saginov Karaganda Technical University NPJSC as the owner of intellectual property objects developed by employees of Abylkas Saginov Karaganda Technical University NPJSC**

5.1 The rights of Karaganda Technical University for official intellectual property objects.

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

Official works are objects of copyright are the objects developed by:

- an employee in connection with the performance of his official duties, determined by job descriptions, an individual work plan for teachers and other similar documents, or a specific assignment received by him from Karaganda Technical University;

- 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, during the period of labor (service) relations, as well as during the time from the end of actions of the specified relations, accepted by the terms of the contract.

5.1.2 The rights of Karaganda Technical University for "official inventions".

In accordance with paragraph 2 of Art. 10 of the Patent Law of the Republic of Kazakhstan Karaganda Technical University has the right to titles of protection for official objects of industrial property, unless otherwise provided in the contract between him and the employee [3].

5.2 Notification of Karaganda Technical University 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 is obliged to notify immediately the employer in writing.

5.2.2 The notification must be signed by an employee-authorized representative



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of the team of authors, endorsed by the head of the developers subdivision and must contain a description of the developed object sufficient to file an application for the issuance of a title of protection for an official invention, utility model, industrial design, or for registration computer programs or databases.

5.3 The procedure for considering the issues of expediency of possessing titles of protection for official objects of intellectual property.

5.3.1 The decision on the expediency of obtaining titles of protection for service inventions, utility models, industrial designs, computer programs or databases, as well as on the early termination of the validity of those owned by Karaganda Technical University documents of title to industrial property objects, is accepted by the employer represented by the rector or other 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 the notification denials about the created service object of intellectual property.

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

- to submit an application for issuance of a title of protection to the RK NIIP;
- to submit an application for registration of a computer program or database in the RK NIIP;
- to keep this object in the mode of trade 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 developed official inventions, utility models, industrial designs, as well as registration of computer programs or databases (conducting a patent search, preparing application materials, etc.) is carried out by an employee ( representative of the team of authors) within four months from the date of notification of the developed object.

5.4.2 The Parties shall take all measures to submit the application within the time limits stipulated in paragraph 5.4.1.

If it is impossible to prepare the application materials in compliance with the specified deadline 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 return of the employee from the business trip, etc.

5.5 Ensuring confidentiality

5.5.1 The employee and Karaganda Technical University are obliged to refrain from any disclosure of information of the official invention, utility model, industrial

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design until the date of publication of information about the application for the service invention, or information about the issuance of a certificate for a utility model or a patent for an industrial design, information of which during the specified period is recognized as a commercial secret of Karaganda Technical University.

5.5.2 In the event that information (hereinafter referred to as the document) of scientific research, development or technological work carried out at Karaganda Technical University contains information about the application, the official publication of which swarm has not yet occurred, then the specified document is recognized as a commercial secret of Karaganda Technical University.

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

##### 5.6.1 Rights of authors of official objects of industrial property

5.6.1.1 In accordance with Art. 9 of the Patent Law of the Republic of Kazakhstan, the author (authors) of a service invention, utility model, industrial design shall have the following rights [3]:

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

At the same time, the amount and terms of 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) [3].

5.6.1.2 If within the period referred to in paragraph 5.4.1 from the date of notification, Karaganda Technical University does not submit an application to NIIP, does not assign the right to file an application or does not notify the author of his decision to preserve the content of this object in the regime of trade secrets, then in accordance with paragraph 7 of Art. 10 of the Patent Law of the Republic of Kazakhstan "the right to obtain a title of protection passes to the author. In this case, the employer has the pre-emptive right to use the relevant industrial property object in his own production under an agreement with the patent owner" [3].

##### 5.6.2 Rights of the authors of official works.

5.6.2.1 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, textbooks, educational and methodological developments, computer programs and databases and knowledge, etc.), including in electronic form;
- works of architecture, urban planning, design and gardening art;
- maps, plans, sketches, illustrations and three-dimensional works relating to geography, topography and other sciences;
- other works;
- derivative works (translations, adaptations, annotations, abstracts, summaries,

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reviews, dramatizations, musical arrangements and other adaptations of works of science, literature and art);

- collections (encyclopedias, anthologies, databases) and other composite works, which, in terms of the selection and (or) arrangement of materials, are the result of creative work.

Derivative and composite works are protected by copyright, regardless of whether the works on which they are based or which they include are objects of copyright [4].

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 developed in the course of fulfilling official duties or an official task of an employer (official work) shall belong to the author of the official work.

2. The amount of the author's remuneration for each type of use of an official work and the procedure for its payment are established by the author's agreement between the author and the employer [4].

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 a work (the right of authorship);
- the right to use or allow the use of the work under the real name of the author, a pseudonym or without a name, that is, anonymously (the right to a name);
- the right to the inviolability of the work, including its title, the right to oppose 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 reputation of the author) [4].

2. The author has the right to revoke an earlier decision to publish the work (the right to withdraw), subject to compensation to the user for the losses caused by such a decision, including lost profits. If the work has already been made public, the author is obliged to publicly announce its withdrawal. At the same time, he has the right to withdraw at his own expense from circulation previously made copies of the work. When developing official works, the provisions of this paragraph shall not apply.

3. Personal non-property rights belong to the author regardless of his property rights and are retained by him in case of assignment of exclusive rights to use the work.

#### 5.7 Procedure for payment of remuneration.

5.7.1 The authors of official inventions, utility models, industrial designs, computer programs or databases used at Karaganda Technical University within the period of use of the above object are paid a remuneration, the amount of which is

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established on the basis of the relevant agreement (agreement) concluded between the authors and Karaganda Technical University.

5.7.2 Persons who contributed to the development, industrial implementation in Karaganda Technical University 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 payment remuneration, the amount of which is established by Rector of Karaganda Technical University.

5.7.3 Decision on the payment of remuneration under paragraphs. 5.7.1 and 5.7.2 is accepted by the Employer in the person of the Chairman of the Board, Rector of Karaganda Technical University (or, for example, the Academic Council, etc.), with the involvement, if needed, of the main specialists, Patent Attorney (Head of the Patent Service) within one month after:

Option 1 (when implementing intellectual property items in the own production)  
- summing up the results of the financial and economic activities of Karaganda Technical University, approval of the annual report on the financial and economic activities of Karaganda Technical University at the meeting of shareholders, etc.

Option 2 (when selling a license)  
- receiving by Karaganda Technical University license payments.

## **6 Ensuring the rights of Abylkas Saginov Karaganda Technical University NPJSC for intellectual property objects constituting a trade secret**

6.1 The rights of Karaganda Technical University to protect trade secrets.

In accordance with Art. 126 of the Civil Code of the Republic of Kazakhstan, Karaganda Technical University 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 by means, provided by the current legislation, from illegal use of this information by third parties, provided that[2]:

- 1) this information has real or potential commercial value due to its 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.

At the same time, the term of protection is limited by the duration of the said conditions.

6.2 Organization of trade secret protection.

6.2.1 The conditions indicated in paragraph 6.1 are ensured in accordance with Art. 126 of the Civil Code of the Republic of Kazakhstan, [2] when information has actual or potential commercial value due to being unknown to third parties, there is no free access to it on a legal basis and Karaganda Technical University takes

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measures to protect its confidentiality: storage and access to such information, the possibility of disclosing this information in advertising and other publications, the responsibility of employees for keeping commercial secrets of Karaganda Technical University.

6.2.2 Objects of intellectual property of Karaganda Technical University classified as "commercial secret" are in the confidentiality mode, which provides for:

- affixing the stamp "CI" (commercial information) on the material carrier of information about the object;
- restriction of access to information of an object marked "CI", the procedure for demonstrating to third parties existing technological processes at various stages of industrial development, which are based on technological "know-how";
- checking upcoming publications containing information about a similar 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 by the employees of Karaganda Technical University provided for in the obligations they sign to preserve commercial secrets of Karaganda Technical University, as well as from counterparties (buyers of products and services, trade and advertising agents, etc.), in civil law contracts concluded with them.

## **7 Protection of property interests of Abylkas Saginov Karaganda Technical University NPJSC in the field of intellectual property**

### 7.1 Legislative provisions.

7.1.1 Based on Art. 115 of the Civil Code of the Republic of Kazakhstan "property rights include objectified results of creative intellectual activity, trade names, trademarks and other means of individualization of products, property rights and other property" [2].

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

According to Art. 15 of the Patent Law of the Republic of Kazakhstan, violation of the exclusive right of the patent owner (violation of a 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 a protected object of industrial property performance, as well as the use of a protected method or the introduction into civil circulation of a product manufactured directly by a protected

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method. At the same time, a new product is considered to be obtained by a protected method in the absence of evidence to the contrary [3].

7.1.2 In accordance with paragraph 2 of Art. 126 of the Civil Code of the Republic of Kazakhstan "persons who illegally obtained such information, as well as employees contrary to an employment contract or contractors contrary to a civil law contract, who divulged official or commercial secrets, are obliged to compensate for the damage caused" [2].

7.1.3 In accordance with paragraph 1 of Art. 14 of the Patent Law of the Republic of Kazakhstan "any person who is not a patent holder has the right to use the protected object of industrial property only with the permission of the patent holder on the basis of a license agreement" [3].

In accordance with paragraph 2 of Art. 15 of the above-mentioned Law of the Republic of Kazakhstan, "the patent holder has the right to demand: 1) termination of the infringement 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 issuance of the title of protection; 3) recovery of income received by the violator of the title of protection, instead of compensation 4) payment by the violator of the title of protection of compensation in the amount of ten to fifty thousand monthly calculation indices established by law. The amount of compensation is determined by the court instead of compensation for losses or recovery of income; 5) withdrawal in their favor of products introduced into civil circulation or stored for this purpose and recognized as violating a title of protection, as well as means specifically designed to violate a title of protection from the date of the first publication of information on the issuance of a title of protection; 6) mandatory publication about the committed violation, inclusion in no information about who owns the violated right" [2].

7.2 Judicial procedure for defense. In case of violation of the rights of Karaganda Technical University, including in the field of intellectual property, Karaganda Technical University, on the basis of the Civil Code of the Republic of Kazakhstan, has the right to a judicial procedure for protecting rights.

7.3 These Rules were developed in order to unify the procedure for ensuring the property and non-property rights of Karaganda Technical University in the field of intellectual property.

## **8 Coordination, approval and putting into force**

These Rules are coordinated in accordance with DP V-01 and formalized in the Coordination sheet (Appendix B). The Rules are put into force from the moment of approval.

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## **9 Availability**

Availability of these Rules should be ensured in accordance with DP X-01.

## **10 Safekeeping**

These Rules should be kept in accordance with DP X-01.

## **11 Analyzing and updating**

Checking, analyzing and updating these Rules, as well as responsibility should be performed in accordance with DP X-01.

## **12 Amendments**

Amendments should be made into these in accordance with DP X-01.

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Appendix A  
(informative)

Agreement on confidentiality and non-disclosure of information  
\_\_\_\_\_ 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 concluded the present agreement as follows:

1. The Disclosing Party transmits to the Receiving Party certain information that is considered confidential or secret by the Disclosing parties, namely concerning

\_\_\_\_\_  
(know-how, inventions, industrial designs and other objects of intellectual property)  
The Receiving Party receives this information for \_\_\_\_\_

\_\_\_\_\_  
(purposes of information acquisition)

The transfer of information is subject to the cooperation of the parties and

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 conclusion of this Agreement, the Receiving Party will not disclose any information received by it from the Disclosing Party, which is its secret or confidential, to any person, enterprise, organization, firm and will not use this information for its own benefit, except for the purpose expressly stated above.



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

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

3.2 Information will not be considered confidential or company secret and the Receiving Party will not have any obligations in relation to this information if it satisfies one of the following conditions:

- 1) already known to the Receiving Party;
- 2) is or becomes publicly known as a result of an incorrect, negligent or unintentional act of the Disclosing Party;
- 3) legally received from a third party without restriction and without violating this Agreement;
- 4) provided to a third party by the Disclosing Party without a similar restriction on the rights of the third party;
- 5) 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) is disclosed to the government at the request of a government agency, and the Receiving Party makes every effort 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:

1) unintentional disclosure or use of confidential information if the Receiving Party does not exercise the same high degree of care as it would reasonably exercise in relation to its own confidential or company secret information of similar importance, and after discovery of unintentional - lenny disclosure or use of this information The Receiving Party does not attempt to stop the unintentional disclosure or use of confidential information;

2) the unauthorized disclosure or use of confidential or company secret information by persons who are or have been employed by the Receiving Party if it fails to safeguard that information with as much care as it would reasonably exercise within regarding their confidential or company secret information of similar importance.

4.2 The Receiving Party appoints the person named below as its responsible for the secrecy of all confidential or company secret information in accordance with the Agreement. The Receiving Party can change its Privacy Officer by written notice to

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the Disclosing Party on behalf and address of its newly appointed Privacy Officer for all confidential or company secret information within the time period following the appointment.

4.3 All information disclosed by the Disclosing Party to the Receiving Party in any form pursuant to this Agreement shall be and remain the sole 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 operation of law or change of management. Any attempt by the Receiving Party to assign a contract without the prior written consent of the Disclosing Party will be null and void. If a third party initiates a claim or other legal action for the disclosure of any confidential information, the Receiving Party will immediately notify the Disclosing Party and provide the Disclosing Party with reasonable assistance as the Disclosing Party requires to prevent disclosure.

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

6.1 The prevailing party in any claim or proceeding between the parties arising out of or in connection with this Agreement shall be entitled to recover, within reasonable limits, its attorneys' fees and costs incurred in connection with any such claim or proceeding.

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

7.1 All verbal reservations under this Agreement shall be null and void. The contract can be modified or supplemented only in writing and 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 Responsible person for secrecy \_\_\_\_\_

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

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

\_\_\_\_\_  
In the event of changing the legal address, settlement account or servicing bank, the Parties are obliged to notify each other within \_\_\_\_\_ time.

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Appendix B  
(mandatory)

F.01-2022

Coordination sheet

Position	Name	Date	Signature
Vice Rector for Research			

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**Appendix C  
 (mandatory)**

F.01-2022

Familiarization sheet

Position	Name	Date	Signature

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Appendix D  
(informative)

**Bibliography**

- [1] Paris Convention for the Protection of Industrial Property, March 20, 1883.
- [2] Civil Code of the Republic of Kazakhstan dated December 27, 1994.
- [3] Law of the Republic of Kazakhstan dated July 16, 1999 No. 427-I "Patent Law of the Republic of Kazakhstan".
- [4] Law of the Republic of Kazakhstan dated June 10, 1996 No. 6-I "On Copyright and Related Rights".