

**APPROVED**  
**By decision of the Board of Directors**  
**NJSC " L.N. Gumilyov Eurasian**  
**National University**  
**Protocol No 03/23 dated 28 March**  
**of 2023 year.**



**Policy of commercialisation**  
**of the results of scientific and (or) scientific-technical**  
**activity of NJSC L.N. Gumilyov Eurasian National University**

## **1. Introduction**

1. This Policy of commercialization of the results of scientific and (or) scientific-technical activity of "L.N. Gumilyov Eurasian National University" non-commercial joint-stock company (hereinafter - the Policy) is an internal regulatory document in the sphere of creation, ensuring legal protection and commercialization of results of scientific and (or) scientific-technical activity, created within the framework of scientific and educational activity of "L.N. Gumilyov Eurasian National University" non-commercial joint-stock company (hereinafter - the Policy).

The Policy is mandatory for use by all structural units and employees of the University, responsible for the sphere of commercialization of the results of scientific and (or) scientific-technical activity.

## **2. Normative references**

2. This Policy is developed and implemented on the basis of the Law of the Republic of Kazakhstan "On Commercialisation of Results of Scientific and (or) Scientific-Technical Activity" dated 31 October 2015 № 381-V; "The Patent Law of the Republic of Kazakhstan" dated 16 July 1999 № 427-I; "On Joint Stock Companies" dated 13 May 2003 № 415-II.

## **3. Terms and definitions**

3. The following terms and definitions shall be used in this Policy:

1) Commercialization of results of scientific and (or) scientific-technical activity - activities related to practical application of results of scientific and (or) scientific-technical activity, including results of intellectual activity in order to bring new or improved goods, processes and services to the market, aimed at generating income;

2) The result of scientific and (or) scientific-technical activity (hereinafter - RSSTA) - new knowledge or solutions, obtained in the course of scientific and (or) scientific-technical activity and recorded on any information medium, introduction of scientific developments and technologies into production, as well as models, layouts, samples of new products, materials and substances;

3) Results of intellectual activity in the field of commercialization of results of scientific and (or) scientific-technical activity (hereinafter referred to as the result of intellectual activity) - inventions, utility models, industrial designs, selection achievements, topologies of integrated circuits, programs for electronic computers and databases and other results of intellectual activity, obtained as a result of scientific and (or) scientific-technical activity;

4) Copyright - personal non-property and property rights of the author;

5) Exclusive right - property right of the patentee to use the object of industrial property in any way at his discretion;

6) Patent documents - patents for inventions, industrial designs and utility models issued in accordance with the Patent Law of the Republic of Kazakhstan;

7) Innovation - innovation introduced or being introduced that increases the efficiency of processes and (or) improves the quality of products demanded by the market;

8) Start-up company - an individual entrepreneur or a legal entity registered in the territory of the Republic of Kazakhstan, classified as a small or medium-sized enterprise, and complying with one of the requirements;

established with the participation of organizations of higher and (or) postgraduate education, scientific organizations, whose activities are aimed at commercialization of the results of scientific and (or) scientific-technical activity;

developing innovations.

#### **4. General provisions**

4. At the legislative level, innovative activities of universities in the field of commercialization of RSSTA are enshrined in a number of laws of the Republic of Kazakhstan. According to Article 14 of the Law of the Republic of Kazakhstan "On commercialization of the results of scientific and (or) scientific-technical activity" (hereinafter - the Law), the commercialization of the results of scientific and technical activity, along with educational and scientific activities, is a priority for higher education institutions and scientific organizations.

The Research University of L.N. Gumilev ENU is an integral part of the national innovation system of the Republic of Kazakhstan. Its functionality is not only the training of qualified personnel, but also the implementation of research and development, the result of which are the objects of intellectual property, which further become the basis for innovation, contributing to the competitiveness of enterprises of the real sector of the economy.

5. The sphere of commercialization of the RSSTA within the University includes two main closely intertwined directions: development of entrepreneurship and transfer of knowledge and technologies. These directions solve three main tasks:

Developing a culture of working with intellectual property and a culture of entrepreneurship;

Interaction with partners in various formats of RSSTA commercialization;

Practical application (implementation) of RSSTA in the business processes of the university (own production) and start-up companies.

#### **5. Policy principles**

6. In accordance with Article 3 of the Law, in implementing the Policy, the University adheres to the following principles of public policy in the field of commercialisation of the results of scientific and scientific-technical activity:

1) transparency in the interaction of all participants in the process;

- 2) guaranteeing the rights and interests of persons involved in obtaining the results of scientific and (or) scientific-technical activity, income generation
- 3) economic stimulation of commercialization of results of scientific and (or) scientific-technical activity in priority sectors of the economy
- 4) Integration of education, science, production and innovation development institutions.

## **6. Policy aims and objectives**

7. The purpose of the Policy is to establish basic principles and strengthen cooperation of the University with real economy organizations in the field of knowledge and technology transfer and commercialization of RSSTA. The objectives of the Policy, which serve to achieve this goal, are:

- 1) Creation of conditions for securing, protection and effective use in the University's economic turnover of exclusive rights to RSSTA;
- 2) Development of infrastructure for the management of creation, legal protection, use and commercialization of subsistence science and technology;
- 3) Implementation of a unified policy in the field of creation, legal protection and usage of subsistence science and technology;
- 4) Balancing of rights and legitimate interests of participants of the process of creation and commercialization of subsistence science and technology;
- 5) Raising the awareness of the University staff in the field of creation, use and legal protection of RSSTA;
- 6) Improving the professional level of the staff involved in the commercialization of the University's RSSTA.

## **7. Innovative process of creation and commercialisation of the results of scientific and/or scientific-technical activities**

8. The innovation process of creation and commercialisation of the results of scientific and (or) scientific-technical activity includes 8 stages:

- 1) a discovery within basic science or invention;
- 2) active development of those or other aspects of this discovery (invention) within the framework of applied science for its possible subsequent commercialisation;
- 3) registration of the right to intellectual property, writing a business plan and building a team of innovators;
- 4) creation of a prototype of a new product;
- 5) search for partners, investors or buyers for the technology;
- 6) finalising and building an industrial prototype;
- 7) preparing an agreement on the conditions of the deal according to University policy;

8) Bringing the technology to the market, earning income.

In the innovation process, the stages starting from the third one refer to commercialization processes. However, the processes (stages) of commercialization are multifaceted and may differ depending on the source of income in question.

9. Any employee or student of the University can be engaged in commercialisation of RSSTA.

10. The goals and objectives of the RSSTA commercialization policy are achieved through various forms of the University's partnership with real economy organizations, including:

1) State programmes of assistance to commercialisation of subsidies for research and development projects (grants for commercialisation of subsidies);

2) Research and development carried out on request of external organizations on the basis of concluded service agreements or so called business contracts;

3) creation of joint start-up companies with selected individuals and legal entities;

4) assignment of rights for the use of copyright objects (monographs, textbooks, teaching aids, IT programmes, mobile applications, sculptures, art paintings, etc.

## **8. Mechanisms for commercialisation of the RSSTA**

11. The main mechanisms for commercialisation of RSSTA at the University are the following:

- conclusion of a licensing agreement and (or) an agreement of assignment of exclusive rights to RSSTA;

- creation of a start-up company;

- Introduction (use) of subsoil scientific and technical masterpieces in the University's own production;

- joint scientific activity;

- attraction of investments into commercialization of subsistence science and technical documentation;

- other ways stipulated by the legislation of the Republic of Kazakhstan.

### **1. Conclusion of a licensing agreement and (or) an agreement of assignment of exclusive rights on RSSTA.**

According to the licensing agreement the patent holder (licensor) grants the other party (licensee) the right to temporarily use the corresponding object of industrial property in the form of receiving income as a lump sum remuneration from the licensor or through payment of royalty by the licensee. A draft of a corresponding model licensing agreement in accordance with the standard of the public service "Registration of granting the right to use a trademark, a breeding achievement and an object of industrial property, as well as an integrated circuit topology" is available on the website of the RSE "National Institute of Intellectual Property" (<https://kazpatent.kz>).

1.1). One of the types of licensing agreements are author's agreement (monographs, textbooks, manuals) and the agreement of a complex entrepreneurial licence (franchising).

According to paragraph 5, Article 1 of the Law of the Republic of Kazakhstan "On copyright and related rights", an author's agreement is an agreement whose subject matter is the transfer of property rights to use one or more objects of copyright.

A model copyright agreement is presented in accordance with Annex 1 to this Policy.

1.2). Under a complex business license agreement, one party (complex licensor) undertakes to grant to the other party (complex licensee) for remuneration a set of exclusive rights (licence complex) including, in particular, the right to use the licensor's trade name and protected commercial information as well as other objects of exclusive rights (trademark, service mark, patent, etc.) provided for in the agreement, for use in business activities. A draft of the respective model agreement can be found on the website of the National Institute of Intellectual Property (<https://kazpatent.kz>).

*Ownership of rights for protection documents on RSSTA commercialization.*

The author of RSSTA is considered to be a natural person by whose creative work such result has been created.

Protection documents created by the University employees in connection with the performance of their work duties or a specific university assignment are recognised as service documents.

The University shall own the rights to the service security documents, unless otherwise provided for in the contract between the University and the employee.

If a title of protection is obtained as part of the implementation of an initiative scientific or scientific-technical project that has no source of funding or is financed from own sources, the intellectual property rights belong to the author(s) of the RSSTA.

*Transfer of rights to security documents.*

Depending on their nature, titles of protection documents can have both scientific value and commercial potential. Presence of commercial potential of a security document shall be determined by a decision of the Expert Committee, including with the participation of independent external experts in the field of commercialisation of technologies and with mandatory consideration of the opinion of the authors.

Technology value assessment (protection documents, RSSTA) is carried out on contractual terms by an independent consulting company, annually selected by the University on a tender basis.

*Remuneration to the author for the service security document.*

Amount, conditions and procedure of payment of remuneration to the author for an official invention, utility model, industrial design shall be determined by agreement between him and the University.

If it is not possible to sell the title of protection document under market conditions or marketing survey has not yielded a positive result in the form of feedback of interest, the author/collective of authors has the right to purchase the rights to the title of protection document from the right holder (University) for a minimum set value with the conclusion of the DPT. The minimum set value of the title is 50% of the costs incurred by the University in the process of registering the title.

## **1.2 Conclusion of an exclusive right assignment agreement.**

Under an exclusive rights assignment agreement, a university transfers its exclusive right to a security document in full or in part to another party under Article 965 of the Civil Code of the Republic of Kazakhstan. A draft of a corresponding model agreement on the transfer of an exclusive right (assignment) in accordance with the standard of the state service "Registration of granting the right to use a trademark, breeding achievement and object of industrial property" is posted on the website of RSE "National Institute of Intellectual Property" (<https://kazpatent.kz>).

### **2. Creation of a start-up company.**

In accordance with paragraph 4, Article 14 of the Law, the University has the right to attract other individuals and legal entities as founders (participants) of the established start-up companies in order to commercialize RSSTA.

Contribution to the charter capital of the start-up companies by such individuals and legal entities can be paid in cash by at least 50% (fifty) percent of their participation share or with exclusive intellectual property rights, materials, equipment or other property necessary for commercialization of RSSTA.

According to subparagraph 3) of paragraph 27 of the Charter, the University has the right to open a start-up company, established with the aim of developing innovation, the purpose of which is to solve a particular problem by providing a new product or service in conditions of extreme uncertainty.

### **3. Introduction (use) of RSSTA in own production.**

Implementation of RSSTA is an activity aimed at implementation of the final stage of the scientific and production cycle of development of a new product or implementation of a new technology, which is fixed by the act of implementation.

### **4. Joint scientific activity.**

In order to receive income or achieve other goals not contradicting the law the University has the right to conclude contracts for carrying out contractual researches (economic contracts) both with individuals and legal entities in accordance with the Civil Code of the Republic of Kazakhstan.

Contract research is a research activity based on a contractual agreement, according to which the customer (client) stipulates the questions that are expected to be answered as a result of the study, and the executor (contractor), planning the study, based on the parameters set by the client. The main distinguishing feature of contract research is the focus on specific studies. The client and contractor are legally and economically independent, and the results of the study are handed over to the client

with the right to use them once the parties have mutually fulfilled their obligations under the contract.

A model service contract is set out in Appendix 2 to this Policy.

#### 5. Attraction of investments in commercialization of RSSTA.

The University in accordance with the legislation of the Republic of Kazakhstan carries out certain activities aimed at seeking and attracting investments for the implementation of projects with further commercialization, in accordance with the regulations of the University.

6. Other ways, stipulated by the legislation of the Republic of Kazakhstan, such as sales of the University products, engineering, design, educational, consulting, expert and other science-intensive services, which are based on the intellectual property of the University and the results of intellectual activities of employees.

### **9. Coordination work in the field of RSSTA**

12. Coordination work in the field of commercialization of RSSTA is carried out by the Office of Commercialization (hereinafter - OC) of the University, which is a structural unit of the Department of Science and Commercialization of the University, whose activities are aimed at helping scientists and students in the creation and commercialization of RSTDP with the University interests, as well as the provision of consulting, scientific and technical, information and educational services in the field of innovation. UC coordinates the activities of all actors of commercialisation infrastructure at the University.

### **10. Sale of RSSTA**

13. The University has the right to independently implement RSSTA after signing an author's agreement with the author/author's team. A model author's contract for the transfer of exclusive property rights is given in Appendix 1 to this Policy.

Fee amount and periodicity of payments are established by the author's contract on an individual basis.

14. Distribution of remuneration for commercialization of RSSTA among the members of the copyright collective is decided and made by the copyright collective itself in accordance with the amount of intellectual contribution and is established by the statement of the author/author collective on distribution of remuneration according to Annex 3 to this Policy. Successors (heirs) of the authors of RSSTA are entitled to receive all types of remuneration of the authors under the conditions provided by the legislation of the Republic of Kazakhstan and this Policy.

#### 15. Income from start-up companies and subsidiaries.

Deductions of income from the production activities of start-up companies in which the University is a founder and subsidiaries shall be paid to the University in accordance with the terms of the agreement between the start-up company/subsidiary organisation and the University.

16. Attraction of tangible and intangible assets by the University.

Income received as a result of attraction of tangible and intangible assets in ways that do not contradict the current legislation of the Republic of Kazakhstan, including naming, sponsorship, donation of assets, etc.

### **11. Introduction of RSSTA into production**

17. In the territory of the Republic of Kazakhstan, the document confirming the implementation of the RSSTA is an act of implementation.

The act of implementation shall be agreed with the Member of the Management Board - Vice-Rector on Science, Commercialization and Internationalization, as well as with the first manager of the organization where the RSSTA was implemented. The act of implementation shall be drawn up in accordance with Annex 4 to this Policy.

Grounds for refusal to approve the act of implementation are stipulated by the Order of the Minister of Investment and Development of the Republic of Kazakhstan dated November 14, 2018 № 791.

### **12. Responsibilities and obligations when carrying out work in the framework of the commercialisation of the RSSTA and research**

18. The researcher's activities in the field of commercialisation, science and technology shall be carried out in accordance with the norms of the University academic policy approved by the relevant legal act of the Rector of the University.

### **13. Conflict of interest in the commercialisation of the RSSTA**

19. In the event of a conflict of interest, if it cannot be resolved within the framework of this document, it shall be dealt with in accordance with the applicable laws of the Republic of Kazakhstan.

### **14. Support for commercialisation of the RSSTA**

20. The University reserves the right to provide and/or not to provide material resources in the form of equipment, premises, funding and other University infrastructure in accordance with the terms of the agreement concluded between the parties on commercialisation of RSSTA.

### **15. Validity of the normative document**

21. The policy applies to all employees of the University, scientists, students engaged in science, research and development who create intellectual property.

## **16. Other forms of incentives**

22. The University reserves the right to apply additional measures to stimulate science and commercialization of RSSTA in accordance with the legislation of the Republic of Kazakhstan and regulatory documents of the University.

## **17. Final provisions**

23. All relationships between individual individuals and the University shall be governed by this Policy, internal University documents and the laws of the Republic of Kazakhstan.

24. This Policy shall come into force from the date of approval by the Board of Directors of the University.

Amendments and additions to this Policy shall be made by resolution of the Board of Directors of the University.

Annex 1  
to the Policy  
commercialisation of the results  
of scientific and (or) scientific-technical  
activities of a non-commercial  
joint-stock company  
"L.N. Gumilyov Eurasian National  
University"

**PUBLISHING AGREEMENT**  
**transfer of exclusive proprietary rights**

Astana

№ \_\_\_\_\_

« \_\_\_\_ » \_\_\_\_\_

The non-profit joint-stock company "Eurasian National University named after L.N. Gumilyov", hereinafter referred to as "the University". L.N. Gumilyov Eurasian National University, hereinafter referred to as the "University", represented by the Chairman of the Board - Rector Sydykov E.B., acting on the basis of the Charter, on the \_\_\_\_\_ one \_\_\_\_\_ hand, \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
*Full name of author(s)*

hereinafter referred to as the "Author/Collaboration of Authors", on the other hand, together referred to as the "Parties" have concluded the present Contract on the following:

**1. Subject of the contract**

1.1 The author/collaboration of authors assigns to the Organization the exclusive proprietary \_\_\_\_\_ rights \_\_\_\_\_ to \_\_\_\_\_ use \_\_\_\_\_

\_\_\_\_\_  
*(type of IS, name)*

The Organisation accepts from the Author/Collective of Authors the exclusive rights to use the said work in the Republic of Kazakhstan, the countries of the Near and Far Abroad and the Organisation accepts from the Author/Collective of Authors the exclusive rights to use the said work.

1.2 The author/author's team warrants that the copyrights to the work provided hereunder exist and that no copyrights or other rights of third parties have been infringed by them in the creation of the work.

1.3 The author/author's team warrants that no rights in the work have been transferred to third parties before the transfer of rights to the Organization.

## **2. Rights and obligations of the parties**

2.1 Under this contract, the Author/Collective of Authors grants the following rights to the Organization:

- a) The right to use the work under the trade name, production mark and trademark of the Organization. In doing so, each copy of the work shall contain the name of the Author/Author Collective;
- b) The right to distribute copies of the work by any means in unrestricted duplication;
- c) to translate the work;
- d) to remake or otherwise rework the work;
- e) Public performance of the work;
- f) Public communication of the work (right of public communication);
- g) carry out other actions not contradicting legislative acts of the Republic of Kazakhstan.

2.2 The Organization shall pay a fee (remuneration) to the author/collective of authors for distribution of copies of the work referred to in paragraph 1.1 of this Agreement, in the total amount of 40% of income from distribution, sale of the work. The Organization pays the fee to the author/collective of authors on a quarterly basis on the basis of issued invoices, confirming the actual implementation of the work.

2.3 The organization has property exclusive rights, stipulated in cl. 3.1. of the Agreement for all subsequent modifications of the work.

- 2.4 The author/collective of authors undertakes to
- at the request of the Organisation to make corrections (technical) to the created works, if not contradicting the legislation of the Republic of Kazakhstan;
  - Not to transfer the right, specified in Clause 1.1, and also the right to separate parts of the work, having an independent commercial value, to third parties
  - not to interfere with distribution, sale of the work by the Organisation.

## **3. Liability of the parties**

3.1 The party that fails to fulfil or improperly fulfils its obligations under this Agreement shall be obliged to compensate the other party for the losses caused by such failure to fulfil.

3.2 In the event of a breach of the Agreement, the Party whose right has been violated shall also be entitled to demand recognition of the right, restoration of the situation that existed prior to the violation of the right, and cessation of the actions that violate the right or create a threat of violation of the right.

3.3 In cases not provided for in this Agreement, property liability shall be determined in accordance with the applicable laws of the Republic of Kazakhstan.

## **4. Term of agreement**

4.1 This agreement shall enter into force on the date of signature and shall remain in force for the life of the Author/Author Collective and seventy years after death.

## 5. Termination of the agreement

5.1 The parties shall be entitled to terminate this agreement before the end of the term by mutual written agreement.

5.2 No unilateral termination of this agreement shall be permitted, except as provided for by applicable law.

## 6. Concluding provisions

6.1 This agreement has been drawn up in two copies of equal legal force, one for the Organization and the other for the Author/Collaborative of Authors.

6.2 This agreement shall enter into force upon signature by the parties and shall be valid for a period of three years.

### ORGANISATION

**A non-profit joint-stock company  
L.N. Gumilyov Eurasian National  
University,**

010000, Republic of Kazakhstan,

Astana, Almaty district,

K.Satpayev St. 2

BIN 010140003594

Beneficiary code 16

Current account:

IIC KZ978562203105747338

JSC Bank Center Credit

BIC KCJBKZKX

**Chairman of the Board - Rector  
Sydykov Y.B.**

\_\_\_\_\_  
*(signature) Seat Seal*

### AUTHOR/COLLABORATIVE TEAM

1) \_\_\_\_\_

*Full name*

Residing at:

\_\_\_\_\_

Identity card № \_\_\_\_\_

Issued \_\_\_\_\_

IIN \_\_\_\_\_

*signature*

2) \_\_\_\_\_

*Full name*

Residing at:

\_\_\_\_\_

Identity card № \_\_\_\_\_

Issued \_\_\_\_\_

IIN \_\_\_\_\_

*signature*

3) \_\_\_\_\_

*Full name*

Residing at:

\_\_\_\_\_

Identity card № \_\_\_\_\_

Issued \_\_\_\_\_

IIN \_\_\_\_\_

*signature*

4) \_\_\_\_\_  
*Full name*

Residing at:

\_\_\_\_\_

Identity card № \_\_\_\_\_

Issued \_\_\_\_\_

IIN \_\_\_\_\_

\_\_\_\_\_  
*signature*

Annex 2  
to the Policy  
commercialisation of the results  
of scientific and (or) scientific-technical  
activities of a non-commercial  
joint-stock company

**AGREEMENT № \_\_\_\_\_**  
**on conducting joint scientific research « \_\_\_\_\_ »**

Astana

« » \_\_\_\_\_ 202\_ г.

Limited Liability Partnership « \_\_\_\_\_ » hereinafter referred to as the "Customer", represented by \_\_\_\_\_ Full Name acting on the basis of the Charter on the one hand, and Non-Profit Joint Stock Company «L.N. Gumilev Eurasian National University», represented by L.N. Gumilyov Eurasian National University, represented by \_\_\_\_\_

\_\_\_\_\_ ,  
acting on the basis of \_\_\_\_\_, hereinafter referred to as "the Contractor"), on the other hand, jointly referred to as "the Parties", have concluded this contract as follows:

## **1. SUBJECT MATTER**

I. The client commissions and pays and the contractor undertakes to carry out material and sample/sample analyses using equipment \_\_\_\_\_ with automatic determination of \_\_\_\_\_ in accordance with the standards, subject to use on the contractor's base \_\_\_\_\_.

## **2. PARTIES' OBLIGATIONS**

2.1. The contractor shall:

- to carry out, research within the period from the date of submission by the Customer of the application, letter and samples for research;
- Ensure an objective and reliable assessment of the declared products for compliance with the requirements of current regulatory acts in the field of technical regulation of the Republic of Kazakhstan;
- provide confidentiality of the information, constituting commercial secret, except for information on non-compliance of the products with the established requirements or its potential danger for the consumer;
- issue the Conclusion to the Customer based on the results of the work;
- to employ qualified personnel to carry out the investigations.

2.2 The Customer shall:

- provide sampling, if necessary, to deliver the samples to the Contractor for examination in the amount sufficient for the examination;
- pay for the work to the Contractor in the amount and on the date set forth in this Agreement,

pay for the work, irrespective of the results;

-provide the Contractor with the necessary normative and other documents setting out requirements for the products, allowing to identify products and assess their compliance with the established requirements

to provide the Contractor with the necessary regulatory and other documents establishing the requirements for the products, enabling an assessment of their compliance with the requirements.

2.3 Each party shall provide maximum assistance to the other in the fulfilment of its obligations under this contract.

obligations under the contract,

2.4 The Parties shall maintain confidentiality with respect to information deemed confidential by the Parties.

as non-disclosable by the parties;

### **3. THE COST OF THE AGREEMENT AND THE SETTLEMENT PROCEDURE**

3.1 The value of the Contract is \_\_\_\_\_ (\_\_\_\_\_) tenge including VAT.

3.2 Payment under this Agreement shall be made by the Customer, by transfer of \_\_\_% of funds to the Contractor's current account within \_\_\_ days from the date of issue of invoice for payment and \_\_\_% of balance by \_\_\_\_\_202\_\_.

3.3 The survey conclusions shall be issued to the Customer only after payment for the work performed.

### **4. PARTY LIABILITY**

4.1 If the Customer violates the payment deadline stipulated in clause 3.1 of this Agreement, he shall pay to "the Contractor" a penalty at a rate of \_\_\_% of the agreement amount for each day of delay, in accordance with the legislation of the Republic of Kazakhstan.

1.2 The "Contractor" shall be liable to the "Customer" for non-performance and improper performance of the Agreement, unless he proves that the breach of the Agreement was not through his fault.

4.3 The Contractor shall be liable for the safekeeping of the documents entrusted to it by the Customer.

4.4 The payment of penalties shall not release the Parties from the performance of their contractual obligations and the elimination of the breaches.

### **5. DISPUTE RESOLUTION PROCEDURE**

5.1 Disputes and disagreements arising in connection with the performance of this

agreement shall be resolved through negotiations between the Parties.

5.2 In the event that disputes cannot be settled through negotiation, they shall be resolved in accordance with the applicable laws of the Republic of Kazakhstan.

## 6. CONCLUDING PROVISIONS

6.1 This agreement shall enter into force on the date of its signing and shall remain in force until \_\_\_\_\_ 2022.

6.2 Any amendments and additions to this agreement shall be in writing and signed by both parties.

6.3 The facsimile copies of the agreement and addendums certified by the seals and signatures of the Parties shall have the legal force of the original.

6.4 Neither Party may assign its rights and obligations under this Agreement to a third party without the prior written consent of the other Party.

6.5. On matters not regulated by this Agreement, the Parties shall be governed by the applicable laws of the Republic of Kazakhstan.

6.6. This contract is drawn up in the Russian language in two copies of equal legal force.

## 7. LEGAL ADDRESSES AND DETAILS OF THE PARTIES

<b>Customer:</b> LLP « _____ » 010008, Astana, IIC KZ JSC Bank BIC _____ seal	<b>Implementer:</b> L.N. Gumilev Eurasian National University 010008, Astana, Satpayeva str. 2 Phone 8 (7172) 70-94-56, 70-94-57 IIC KZ978562203105747338 Bank CenterCredit JSC BIC KCJBKZKX ACCOUNT 010140003594 _____ seal
--	--

Annex 3  
to the Policy  
commercialisation of the results  
of scientific and (or) scientific-technical  
activities of a non-commercial  
joint-stock company  
"L.N. Gumilyov Eurasian National  
University"

**Chairman of the Board - Rector  
of NJSC L.N.Gumilyov ENU  
Sydykov E.B.**

**Statement**

We, the undersigned Authors of the service object of intellectual property - patent for invention RK No. \_\_\_\_\_ (service RSSTA - monograph "Name of monograph", ISBN / or other in accordance with the copyright contract), ask to send the remuneration due to us, received under the copyright contract No. \_\_\_\_ of " \_\_\_\_ " \_\_\_\_\_ 202 \_\_, to the specified details.

*List the necessary details:*

Remuneration share  
NAME  
20-digit card account  
Name of bank

\_\_\_\_\_  
(signature)

Remuneration share  
NAME  
20-digit card account  
Name of bank

\_\_\_\_\_  
(signature)

Annex 4  
to the Policy  
commercialisation of the results  
of scientific and (or) scientific-technical  
activities of a non-commercial  
joint-stock company  
"L.N. Gumilyov Eurasian National  
University"

**«AGREED»**

Member of the Management Board -  
Vice-Rector for Science,  
Commercialisation and  
internationalization  
NJSC "L.N. Gumilyov Eurasian  
National University"

\_\_\_\_\_ Full name  
«\_\_» \_\_\_\_\_ 20\_\_

**«APPROVE»**

Position, name of organisation

\_\_\_\_\_ Full name  
«\_\_» \_\_\_\_\_ 20\_\_

**The act of implementing the results of research, scientific  
technical works, (or) results of scientific and (or)  
scientific and technical activities of the NJSC " L.N. Gumilyov Eurasian  
National University "**

1. Name of research, scientific and technical works and (or) results of scientific and (or) scientific and technical activities:

---

---

2. Brief annotation:

---

3. Effect of implementation (economic, social, environmental), underline area of effect):

---

4. Place and time of implementation:

---

---

5. Form of implementation:

---

---

Copies of supporting documents, implementation of results of research, scientific and technical works, (or) results of scientific and (or) scientific and technical activities should be enclosed.

Signatures:

1. Representative(s) of the applicant (taxpayer) who has implemented the results of research, scientific and technical work and (or) the results of scientific and (or) scientific-technical activities

Position

---

Full name

(signature)

Position

---

Full name

(signature)

2. Representative(s) of an organisation performing research, scientific and technical work and/or scientific and/or scientific and technical activities (implemented)

Position

---

Full name

(signature)

Position

---

Full name

(signature)