



A G R E E M E N T
of
C O O P E R A T I O N

between

**KAZAKH NATIONAL RESEARCH
TECHNICAL UNIVERSITY named
after K.I. Satpaev**

and

CGG Company

Almaty 2017

AGREEMENT of COOPERATION

BETWEEN

**KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY NAMED
AFTER K.I.Satpaev,
ALMATY, REPUBLIC of KAZAKSTAN**

and

CGG Company (France)

This Agreement of Cooperation is made on 3rd February, 2017 in Almaty, between **Kazakh National Research Technical University named after K.I. Satpaev**, (hereinafter referred to as "**KazNRTU**"), the leading research technical university, located at the following address: 22, Satpaev Street, 050013 Almaty, Kazakhstan, of the one part

and

CGG University located at the address: 27, avenue Carnot, 91300 Massy, France, from another part

A. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavor to ensure the success of this Agreement of Cooperation.

B. The Parties are desirous of entering into this Agreement of Cooperation to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1
SCOPE OF COOPERATION**

1.1 Development of cooperation with operation companies and research institutions, the establishment of joint institutional structures;

1.2 The involvement of students, masters and doctoral students in joint research and educational projects and programs;

1.3 Implementation of the joint research, program management for masters and doctoral.

**ARTICLE 2
COORDINATION OF AGREEMENT OF COOPERATION IMPLEMENTATION**

The Parties agreed to appoint contact persons (coordinators) and responsible for the implementation of the decisions of this Agreement in place, monitoring of students and teachers during their stay on internships and other arrangements.

For implementation this Agreement:

- KazNRTU appoints the Geophysics Department; responsible is A.E.Abetov - Head of the Department;

- CGG University appoints Mr. Abdelkader Djeddou, VP Geomarkets Central Asia & Turkey.

**ARTICLE 3
LEGAL FOUNDATION OF ACTIVITIES**

The Geophysics Department and CGG Company joint activities will be the following:

3.1. Participation in the educational, scientific, technological, industrial tenders and competitions for innovative projects and programs organized by national and international foundations, organizations and enterprises in priority areas of the ore and oil and gas industries sectors.

3.2. Temporary creative teams formation for exploration projects and programs implementation;

3.3. Participation in the presentation and promotion of advanced science and technology areas, methods and research results with innovative significance for ore, oil and gas industry of Kazakhstan and foreign countries;

3.4. Participation in the commercialization and transfer of technologies developed in Republic of Kazakhstan, and abroad (if any, will take place);

3.5. Approbation of new technologies and software holding;

3.6. Participation in the review of projects, reports, programs, and other scientific and technical production in the mining and oil and gas sectors of Kazakhstan, and foreign countries.

**ARTICLE 4
DUTIES OF THE PARTIES**

Geophysics Department and CGG Company undertake:

4.1. Ensure the compliance with the results of scientific and innovation research, as well as technical documentation to requirements of Kazakhstan and international standards;

4.2. Promote the reliability, objectivity and accuracy of the results of scientific research and innovation decisions;

4.3. Ensure the confidentiality of information and intellectual property rights of the clients;

4.4. Participate in implementation of the results of joint scientific and innovation research;

4.5. Promote actively the results of joint research and innovative research in RK and abroad;

4.6. Have managerial and technical personnel who shall have the authority and resources, regardless of other responsibilities, necessary to perform their duties within the scope of work the implementation of joint projects;

4.7. Define policies and procedures to avoid involvement in any activities that would diminish trust in competence and impartiality KazNRTU named after K.I. Satpaev and CGG Company.

ARTICLE 5 FINANCIAL ARRANGEMENT

5.1. This Agreement of Cooperation will not give rise to any financial obligation by one Party to the other.

5.2. Each Party shall carry all the financial costs on implementation of Agreement of cooperation.

5.3. For execution / realization of joint educational programs, research, industrial and innovative projects can be involved the funds allocated from the republican budget; funds a public-private partnership; funds received from organizations, enterprises and institutions under the contracts; special funds allocated by international scientific, educational foundations and organizations; revenue from training, research, manufacturing, and consulting activities; charitable and social welfare foundations, businesses, grants, sponsors, donations of legal and physical entities, patronage; revenue from the sale of scientific publications of the results.

ARTICLE 6 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

6.1. The Parties agree not to bring claims against each other, with respect to their patents or other industrial or intellectual property rights in connection with the performance of supplies and services under the Agreement of Cooperation.

6.2. Any proprietary rights with respect to information, data, know-how and patents which are owned or acquired by a Party prior to the Agreement of Cooperation, or independently of the performance of the Agreement of Cooperation shall be retained by said Party.

6.3. Any intellectual property developed on collaborative research conducted under this Agreement of Cooperation or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreement.

6.4. The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.

ARTICLE 7 LEGAL AUTHORITY

This Agreement does not contain any commitments to be executed based on national or international law. It is also the intention of the Parties are not subject to proceedings for the claim and will not be considered a warranty, expressed or implied.

ARTICLE 8 MAKING AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement of Cooperation.

8.2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement of Cooperation.

8.3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual consent.

ARTICLE 9

SUSPENSION

Each Party reserves the right, in whole or in part, on the suspension of the Agreement of Cooperation for reasons of self-interest, public order or public health, which comes into effect after a written notification to the other Party not later than 30 days before the proposed date of suspension.

ARTICLE 10 SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any provision of this Agreement of Cooperation shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 11 DURATION AND TERMINATION

11.1. This Agreement of Cooperation shall go into effect on the date of signing and shall remain valid for period of four (4) years, with the proviso legitimacy modifications and amendments made during the period of its action.

11.2. Thereafter, if the Parties hereto wish to extend the terms of this Agreement of Cooperation, they shall do so by an express covenant in writing, confirming acceptance of the decision.

11.3. Either Party may terminate this Agreement of Cooperation by notifying the other Party to its intention to terminate this Agreement of Cooperation by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.

ARTICLE 12 CORRESPONDENCE

Any communications under this Agreement of Cooperation will be in writing in the Russian and English languages and/or delivered by registered mail to the address or sent to the electronic mail address or facsimile number to the address below Kazakh National Research Technical University named after K.I. Satpaev and CGG Company or such other address that either Party will indicate to the sender:

To: Geophysics Department of the Institute
of Geology and Oil and Gas Business, Kazakh
National Research Technical University named
after K.I. Satpaev

Kazakhstan
050013 Almaty,
Str. Satpayev, 22
Tel. : + 7 727 257 71 57

To: CGG University
Bertrand Chavane
Address:

27, avenue Carnot,
91300 Massy, France
Tel: 01 64 47 30 00
FAX: 01 64 47 39 70

Email: cgg.com

**Kazakh National Research Technical
University named after K.I. Satpaev**

CGG Company

BIN: 150140008602

ПИС: K2628560000006968618

КБЕ 16

АГФ АО Банк Центр Кредит

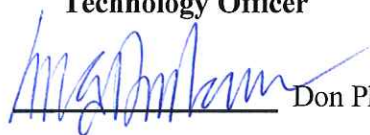
ВІС: КСJBKZKX

Signatures of the Parties:

**Rector of the KazNRTU named after
K.I.Satpaev**

**EVP Corporate
Technology Officer**

_____ I.K.Beisembetov

 _____ Don Pham

Signature place

Signature place

APPENDIX A

Agreement of Cooperation between Kazakh National Research Technical University named after K.I. Satpaev and CGG Company

Kazakh National Technic Research University named after K.I. Satpaev and CGG University based on the principles of international cooperation agreed to establish the following areas of cooperation between the Parties:

–Development of cooperation with operation companies and research institutions, the establishment of joint institutional structures;

–The involvement of students, masters and doctoral students in joint research and educational projects and programs;

–Implementation of the joint scientific program management for graduate (6D074700) and doctoral (6D074700) students on specialty "Geophysical methods of prospecting and exploration of mineral deposits".

*The list is not limited to these items and activities can be supplemented by mutual consent of the Parties.