

CORPORATE MEMBERSHIP AGREEMENT

Astana

« » _____ **2024**

This Corporate Membership Agreement (hereinafter - the Agreement) is concluded between:

- The Association of Legal Entities “**World Academy of Mining Sciences**” (hereinafter referred to as the Party 1) represented by the president **Nurlan Bektasovich Ryspanov**, acting under the Charter, and
- _____ (hereinafter referred to as the Party 2) represented by (Director/Head) acting under the Charter (hereinafter collectively referred to as the Parties) based on mutual interest in creation of conditions for the development of scientific and innovative potential of the mining industry, in development and introduction of innovative technologies in the field of mining, aiming to favor the development of strategic cooperation, having the necessary resources, scientific and intellectual potential that enable the Parties, combining the efforts, to implement statutory activities, create technologies and implement scientific and technical projects, agreed as follows:

Article 1. Organization of Co-operation between the Parties

1.1 Party 2 shall join Party 1 as a Corporate Member, further observing the ALE «World Academy of Mining Sciences» (the WAMS) Regulations on Corporate and Associate membership.

1.2 As appropriate, the Parties shall identify the persons responsible for implementation of this Agreement.

Article 2. Subject of the Agreement

2.1 The purpose of this Agreement is the partnership and combination of efforts to create and develop scientific and innovative potential, develop, and implement the results of scientific and technical activities in the field of mining.

1.2 The main objectives of the co-operation are the development and implementation of new technologies on mutually beneficial terms within the framework of joint scientific innovation projects for the technological modernization of the mining industry of the countries, as well as targeted training of specialists capable of successful implementation of new technologies in the field of mining.

Article 2. Main areas of co-operation

Party 1 undertakes to:

PARTY 1

PARTY 2

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3.1. Promote the scientific and technical development of Party 2 in the world's mining enterprises;

3.2. Invite the representatives of Party 2 to conferences, symposiums, seminars, exhibitions in the field of mining;

3.3. Invite the first head of Party 2 to all the meetings of the Presidium and other meetings and events held by Party 1 within the framework of the WAMS;

3.4. Assist Party 2 in obtaining research and development orders for carrying out research, experimental design works from the world's mining and metallurgical enterprises;

3.5. Admit the first head of Party 2 as an Honorary member - Academician of the WAMS;

3.6. Nominate representatives of Party 2 and further award them with international awards and ranks in the field of science and technology;

Party 2 undertakes to:

3.5. Actively participate in the activities organized by the WAMS and the world mining community;

3.6. Provide Party 1 with information on scientific advances in new technologies of Party 2;

3.7. Submit proposals to improve the technological processes of mining enterprises;

3.8. According to the recommendations of Party 1:

a) To conduct scientific-research, development and experimental and industrial works within the framework of state, international and other programs and projects, as well as within framework of the national and foreign institutes' grants;

b) To participate in the development of projects of state, regional, sectoral, intersectoral, scientific and scientific-technical programs, based on public-private partnership principles, aimed at creating innovative products of a new quality;

c) To participate in: the improvement of existing industries and in creating new knowledge-intensive and import-substituting industries, in creating joint ventures, experimental-industrial sites and other production facilities for scientific development of the Parties, in investing in projects on creation of knowledge-based industries;

d) By the use of their own funds, to participate in the development of new generation technologies, joint ventures engaged in creation of knowledge-intensive products for the implementation of the goals of the Parties;

3.9. To deposit funds in the amount of 7% of the total funds received from the contracts concluded by the WAMS to conduct its statutory activities;

3.10 Party 2 is obliged to timely pay entrance and annual membership fees in the amount of:

3.10.1. Following the decision of the Presidium on admission to membership of the WAMS, Party 2 is obliged to pay an entrance fee in the amount of 3000 (three thousand) euros within 30 calendar days;

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3.10.2. Party 2 is obliged to pay an annual fee in the amount of 3000 (three thousand) euros no later than 30 January of each calendar year (starting from next year) prior to the date of signature of this Agreement.

Article 4. Settlement of disputes

4.1 The Parties shall take all measures to resolve disputes and disagreements that may arise in the process of joint activities through negotiations.

4.2 If the Parties fail to come to an agreement, all the disputes and disagreements shall be settled in accordance with applicable law.

4.3 The Parties shall consult within the framework of the issues that may arise with regard to the implementation or interpretation of the Agreement.

Article 5. Miscellaneous Provisions

5.1 The Parties shall use information belonging to each Party only for the purposes of the Agreement, shall handle information belonging to the other Party which has become known during the process of joint activities of the Parties, also shall handle confidential information and shall ensure its security, protection and control.

5.2 The Parties shall undertake to render assistance to each other in protecting patents, other exclusive rights and in protecting against unfair competition.

Article 6. Validity of the Agreement

6.1 This Agreement shall be concluded for an indefinite period.

Each Party may prematurely terminate the validation of the Agreement by notifying its intention in writing to the other Party 10 (ten) days prior to the termination.

6.2 This Agreement is drafted in the Russian language in 2 (two) identical copies having equal legal force.

Signatures of the Parties

Party 1

Party 2

ALE «World Academy of Mining Sciences» President _____ Nurlan B. Ryspanov	
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