



On approval of the Agreement on technical cooperation under the Program of joint economic research between the Government of the Republic of Kazakhstan and the International Bank for Reconstruction and Development

Unofficial translation

Resolution of the Government of the Republic of Kazakhstan dated May 4, 2020 № 263

Unofficial translation

The Government of the Republic of Kazakhstan **hereby RESOLVED as follows:**

1. To approve the attached Agreement on technical cooperation under the Program of joint economic research between the Government of the Republic of Kazakhstan and the International Bank for Reconstruction and Development made in the city of Nur-Sultan on January 9, 2020.

2. This resolution shall enter into from the date of its signing.

*Prime Minister
of the Republic of Kazakhstan*

A. Mamin

Approved
by resolution of the Government
of the Republic of Kazakhstan
dated May 4, 2020 № 263

Agreement

on technical cooperation under the Program of joint economic research between the Government of the Republic of Kazakhstan and the International Bank for Reconstruction and Development

The Government of the Republic of Kazakhstan (hereinafter referred to as the Government) and the International Bank for Reconstruction and Development (hereinafter referred to as the Bank), jointly referred to as the Parties and individually as the Party,

considering the Agreement on technical cooperation under the Program of joint economic research between the Government of the Republic of Kazakhstan and the International Bank for Reconstruction and Development dated December 9, 2015, which has been concluded earlier by the Parties on the Program of joint economic research until June 30, 2019, as well as with the aim of further development and implementation of the Program of joint economic research (hereinafter referred to as PJER) as part of the process of reforms in the Republic of Kazakhstan,

agreed on the following:

The Bank shall provide the Government with technical assistance in the field of economic and social development in the form of Advisory services on a reimbursable basis (hereinafter referred to as "Reimbursable Advisory services" or "RAS") for the further development and implementation of the PJER which the Bank shall provide in accordance with (i) the terms

and conditions set forth in this Agreement, (ii) the standard terms and conditions set out in Annex 1 to this Agreement as an integral part thereof, and (iii) annual consultancy programs on a reimbursable basis (each referred to as the "Annual RAS program") concluded annually for each working period from July 1 to June 30 of the next calendar year (hereinafter referred to as the working period) in form, in accordance with Annex 2 to this Agreement, which shall be an integral part thereof.

Within the framework of this Agreement, the priority areas of cooperation shall include the following points that can be changed by agreement of the Parties: i) increase of productivity and support for industrial development, innovation and digital development, sustainable development; (ii) development of a national monitoring and evaluation system to measure results, coherence of strategies and national plans with the budget; iii) labour market, social protection systems and social protection of the future; (iv) review of state support (subsidies) and ways to improve their effectiveness (selected sectors/programs); (v) attracting foreign direct investment and the business climate.

1. Paid Advisory services.

(a) The Bank shall provide the Government with Advisory services on a reimbursable basis as described in the annual RAS programs, which have to be signed between the Bank and the Government on an annual basis and cover the Working period, in accordance with the terms and conditions contained in this Agreement and the relevant Annual programs of RAS, for research and other related activities to be included in the respective Annual programs.

(b) The Government shall appoint an official authorized to sign the Annual RAS program for each working period on behalf of the Government.

(c) The Government shall appoint the Ministry of National Economy of the Republic of Kazakhstan as the authorized body through which information will be exchanged on all issues arising under the Agreement, as well as regular monitoring of the process and results of the PJER and the relevant Annual RAS Programs.

2. Deadlines.

The Bank shall undertake to mobilize all available funds for the timely provision of RAS. The schedule of work to be established for the provision of the Advisory services on a reimbursable basis as provided for in the respective Annual RAS Program will be prepared by the Bank on the basis of the information available to the Bank at that time and will be presented on an indicative basis, taking into account that: (i) the Government and its employees shall fulfill their obligations under this Agreement in a timely manner; and (ii) the Government shall act promptly in providing the necessary information, making decisions and providing the necessary support in response to the Bank's requests.

3. Payment.

(a) The Government shall pay to the Bank remuneration for the performance of the Annual Advisory services program on a reimbursable basis in accordance with the terms and conditions of the respective Annual RAS program for the respective Working period.

(b) All payments to the Bank for the implementation of the Annual RAS program shall be made in full and within the prescribed time frame. Payments shall be made in accordance with the Annual RAS programs without any deductions, taxes, duties, fees and other deductions, regardless of any disagreement between the Parties, to an account whose details the Bank shall provide periodically in writing.

4. Partnership.

During the term of this Agreement, in order to support the implementation of joint analytical or Advisory services under each Annual RAS program, the Bank shall undertake to finance at least one agreed activity or study from its own funds to be included in the work program.

5. Expiry date.

This Agreement shall expire on June 30, 2023 unless it is extended by mutual agreement between the Government and the Bank.

6. Termination.

(a) The Government or the Bank may terminate this Agreement and any Annual RAS Program signed pursuant to this Agreement by notifying the other Party ninety (90) days in writing prior to the date of termination. The Parties to this Agreement upon receipt of such notification shall take all appropriate measures to terminate the current activities at that time in the right sequence and quickly resolve all outstanding issues. Notwithstanding termination of this Agreement, the provisions of this Agreement shall remain in full force and effect for any Annual RAS Program which has also not been terminated, signed on or before the date of termination of this Agreement.

(b) Notwithstanding paragraph (a) above, if the Bank, after consultation with the Government, considers that, for any reason, the Consultancy Services are reimbursable, provided for in the relevant RAS Annual Program, cannot be completed on time or cannot be implemented in accordance with normal standards and rules, used by the Bank in its activities, the Bank may notify the Government, indicating the reasons for the inability to fulfill its obligations, and terminate such services unless otherwise agreed by the Parties. The Bank shall be relieved of further responsibility for the provision of such services after thirty (30) days from the date of notification. Upon receipt of such notification, the Parties shall take all necessary measures to terminate the current activities under the Advisory services on a reimbursable basis as required and to resolve all outstanding issues expeditiously. The amount of payments made by the Government for the performance of such services shall be reimbursed by the Bank; such reimbursement shall be pro rata less the cost of the services already provided or started, the costs already incurred or any obligations assumed by the Bank during the preparation or execution of any of the activities contemplated by this Agreement and/or the relevant Annual RAS program. Notwithstanding termination of this

Agreement, the provisions of this Agreement shall remain in full force and effect for any Annual RAS program which has not been terminated, signed on or before the date of termination of this Agreement.

7. Interaction.

(a) The Government shall facilitate the timely provision to the Bank of information that may affect the performance of the Advisory services on a reimbursable basis, notify the Bank of any changes relating to the Advisory services on a reimbursable basis, and take all necessary measures to enable the Bank's employees to provide the Advisory services on a reimbursable basis under this Agreement. The Government shall facilitate the access of Bank employees to the data and materials required to provide RAS, as well as to Government employees, managers, auditors and intermediaries working on RAS within the framework of RAS. This Agreement shall not apply to activities that assist in the preparation, implementation or supervision of projects.

(b) The Parties hereby agree and arranged that the Bank shall not be liable for delay in the execution of the RAS if the Government does not interact with the Bank as specified in subparagraph (a) above.

8. Entry into force.

This Agreement, when signed by the Parties, shall enter into force upon written notification to the Bank of the implementation by the Government of the domestic procedures necessary for its entry into force and execution. Each Annual RAS program shall be an integral part of this Agreement and shall enter into force on the commencement of the Working period for which such Annual RAS program is concluded, unless the Annual RAS program specifies another effective date.

9. Notifications and addresses of the parties.

(a) All notices necessary to implement the provisions of this Agreement and the relevant Annual RAS program, shall be in writing and shall be deemed to have been duly handed over in the event of delivery by a courier, by mail, e-mail or fax to the Parties that have signed this Agreement or the relevant Annual RAS program, the following addresses or other addresses that each Party may indicate in its notification. Notifications sent by registered mail shall be deemed to have been delivered upon delivery. Email notifications must be confirmed by mail, with the effective date being the date of initial dispatch.

(b) The following addresses shall be specified for the purposes of this Agreement and the relevant Annual RAS programs:

Government:

Minister of National Economy

Ministry of National Economy

Left bank

Prospect Mangilik El, 8

Entrance 7

010000, Nur-Sultan, Republic of Kazakhstan

Bank:

[Permanent representative in the Republic of Kazakhstan]

World Bank

1818 H Street, NW

Washington, DC 20433

USA

Phone: (202) 477-1234

Fax: (202) 477- 6391

10. Accounting.

(a) The Bank shall keep appropriate records of the Advisory services provided on a reimbursable basis in accordance with its own accounting policies and procedures and, upon reasonable request of the Government, shall provide the Government with information regarding the Advisory services on a reimbursable basis.

(b) The Bank shall submit to the Ministry of National Economy of the Republic of Kazakhstan a report on the use of funds and services rendered by the Bank every six months in accordance with the form and requirements agreed with the Ministry of National Economy of the Republic of Kazakhstan, according to the Annual RAS program for this reporting period. The Bank shall also submit an annual report on the use of funds and services provided by the Bank in the form and in accordance with the requirements agreed with the Ministry of National Economy of the Republic of Kazakhstan within three months after each working period.

11. Use of recommendations.

It is the prerogative of the Government to make decisions on the use of recommendations resulting from RAS.

Done in the city of Nur-Sultan, Republic of Kazakhstan, January 9, 2020, in two original copies, each in Kazakh, Russian and English. In case of disagreement in the interpretation of the provisions of this Agreement, the Parties shall be guided by the English text.

On	behalf		
of the	Government	On	behalf
of the Republic of Kazakhstan	of	International	Bank
_____	_____	for Reconstruction or Development	_____

Annex 1
to Agreement on technical
cooperation under the Program
of joint economic research between the
Government
of the Republic of Kazakhstan and the
International
Bank for Reconstruction and Development

1. Performance of standards, condition on lack of exclusivity.

The Bank shall undertake to provide Advisory services on a reimbursable basis with the same attention and diligence as the Bank shall show in carrying out its analytical and advisory activities of a different kind. The involvement of the Bank as an adviser to the Government in accordance with this Agreement and the relevant annual RAS programs shall not limit the Government in engaging other advisers on similar or related matters.

2. Employees of the Bank.

The Bank shall, at its discretion, determine the composition of employees (including employees hired as consultants) (hereinafter referred to as "Bank employees") appointed to provide Advisory services on a reimbursable basis. The Government may, if there is a reasonable reason for dissatisfaction with the performance of any of the Bank's employees, ask the Bank to replace such employee or employees. For the avoidance of doubt, the Parties have agreed and agreed that this Agreement and any Annual RAS programs signed under this Agreement shall not result in the formation of an employment or contractual relationship between the Government and the Bank's employees.

3. Contribution of the Government.

The Government shall take all necessary measures to provide the Bank with the funds specified in the respective Annual RAS program in a timely manner.

4. Operating policy of the Bank.

The Bank shall provide Advisory services on a reimbursable basis in accordance with the operating policy principles approved by the Bank's Board of Executive Directors.

5. Confidentiality.

The Parties have agreed that this Agreement, the relevant Annual RAS programs and the results provided for in the relevant Annual RAS programs may be made public only after the Government has given its written consent. The Government reserves the right to classify such information as confidential in respect of information provided by the Government for the implementation of Advisory Services on a reimbursable basis. The Bank may disclose such information publicly only after the Government has given its consent in writing. With respect to the underlying information (not related to the final performance) provided by the Bank for the performance of Advisory Services on a reimbursable basis, the Bank reserves the right to classify such information as confidential. The Government may disclose such information publicly only after the Bank has given its consent.

6. Intellectual property.

The intellectual property rights of each Party to any available data or documents used by the Bank in connection with the Advisory services on a reimbursable basis remain with the Party providing them. Intellectual property rights to new materials prepared by the Bank in connection with Advisory services on a reimbursable basis shall belong to the Government, provided that the Bank must have a valid, full, perpetual (during the period of copyright) and

the free right to use, copy, demonstrate, distribute, publish and produce derived materials based on all or part of these materials, and to add the information contained therein to their studies, documents, publications, websites and other information resources, without the consent of the Government, subject to restrictions on the disclosure of confidential information and the rights of third parties as specified in provision 5 "Confidentiality" of this Annex 1. The Parties shall recognize the admissibility of citation of materials that have already been duly disclosed to the public, provided that such citation shall be carried out in accordance with good practice and does not exceed the justified purpose, including quotes from newspaper articles and periodicals in the form of press reports, as well as (b) that in the case of the use of materials in accordance with this provision, the source and name of the author, if any, shall be cited.

7. Use of the position, name, marks and logo of the Bank.

(a) The Government shall agree not to represent the position of the Bank without its prior written consent.

(b) The Government also shall agree not to use the name, marks or logo of the Bank in advertising, advertising literature or information without the prior written consent of the Bank and, if so agreed, to use the name, marks and logos in strict accordance with the authorization granted.

(c) The Parties undertake to include in the new materials prepared in connection with the paid Advisory Services on a reimbursable basis appropriate references to sources and disclaimers.

8. Limitation of liability and obligations.

While the Bank shall make appropriate efforts to provide Advisory services on a reimbursable basis, the Bank shall not guarantee the degree of success that may be achieved in the implementation of any recommendations contained in any product prepared by the Bank's employees or with the assistance of the Bank or its employees.

(b) Not limited to immunities and privileges granted to the Bank in accordance with the articles of the Bank's Agreement and other applicable law, The Bank shall not be liable to the Government, the Republic of Kazakhstan or third parties for any losses, costs, damages or liabilities that the Government may incur as a result of the Consultancy Services on a reimbursable basis, except, if not, as a result of willful misconduct or negligence committed by the Bank and/or Bank employees. Nothing in this Agreement, the Bank's obligations to the Government under this Agreement, if any, shall apply to any indirect, punitive or collateral damage, loss of profit and shall not exceed the amount of professional remuneration received by the Bank for services rendered under the respective Annual RAS program.

(c) The Parties shall acknowledge and agree that the purpose of this Agreement or any Annual RAS program is not to establish a partnership, joint venture or entity of this kind within which the Parties may be jointly liable to third parties or for any other purpose. Nothing in this Agreement or the relevant Annual RAS program shall be construed as an

obligation of the Bank to provide funding to the Government in respect of any project or in any other manner.

9. Enforcement of obligations.

The rights and obligations of the Bank and the Government under this Agreement and the relevant Annual RAS program shall be recognized as valid and enforceable in accordance with their terms, notwithstanding any laws requiring the contrary.

10. Settlement of disputes.

Any disputes between the Parties concerning the interpretation or implementation of the provisions of this Agreement or the relevant Annual RAS program or any matters affecting the relationship between the Parties shall be resolved by negotiation and/or consultation. Any dispute arising out of or in connection with this Agreement or the relevant Annual RAS program which shall not be settled by agreement of the Parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force at the date of signing of this Agreement, subject to the following:

the place of arbitration - Washington.

In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement or any Annual RAS program, the provisions of this Agreement or the Annual RAS program shall prevail.

11. Privileges and immunities; tax immunity.

The Government shall recognize and take all reasonable measures to ensure the validity of the status, immunities and privileges of the Bank and its employees set forth in the articles of the Bank Agreement and other international law. The Parties shall acknowledge and agree that none of the provisions of this Agreement or the relevant Annual RAS program, as well as the Bank's recourse to arbitration, shall in any case constitute or imply the cancellation, waiver, termination or modification by the Bank of any of its privileges, immunities or benefits granted by the relevant articles of the Agreement of the Bank. The Parties shall acknowledge the applicability of section 9 of Article VII "Tax Exemption," the articles of the Bank's Agreement to this Agreement.

12. Introduction of amendments.

(a) Any amendments or cancellation of any agreement provided for in any provision of this Agreement or any Annual RAS program shall be in writing and, if amended, shall be signed by both Parties.

(b) In connection with the above, any introduction of amendments to the Annual RAS program shall be made in accordance with Annex 3 to this Agreement.

13. Retention of rights.

None of the current business practices or any refusal or delay by either Party to this Agreement or the Annual RAS program in the exercise of any of its powers, the application of a remedy, discretion, power or other right under this Agreement or the relevant Annual RAS program shall not infringe upon or be construed as a waiver or loss of such and any

other power, a remedy, discretion, power or right under this Agreement or the relevant Annual program, or in any other way prevent their re-implementation or future implementation.

14. Transfer of rights and obligations, successors; impossibility of assignment without consent.

This Agreement shall legally be bound and provide benefits to the respective successors of the Parties provided that the Parties notify in writing of the assignment of this Agreement or the respective Annual RAS program in whole or in part to the assignee.

15. Integrity of the Agreement.

This Agreement jointly with all its attachments shall be an original document and constitutes a unified Agreement.

16. Termination.

Notwithstanding termination or expiration of this Agreement and any Annual RAS program, the provisions of this Agreement relating to (i) an obligation of confidentiality in accordance with regulation 5 of this Annex and (ii) the obligations specified in provisions 6 of the "Intellectual Property" and 11 of the "Privileges and Immunities" of this Annex, and (iii) the obligation of the Government to pay the Bank a fee for the Advisory services on a reimbursable basis provided prior to the date of termination or expiry of the respective Annual RAS program, and any reasonable costs associated with the termination of the respective Annual RAS program by the Government must remain in full force and effect.

Annex 2
to Agreement on technical
cooperation under the Program
of joint economic research between the
Government
of the Republic of Kazakhstan and the
International
Bank for Reconstruction and Development
Form

**Annual Advisory services program
on a reimbursable basis on**

(to insert fiscal years in numbers)

In accordance with the Agreement on technical cooperation under the program of joint economic research between the Government of the Republic of Kazakhstan (hereinafter referred to as the Government) and the International Bank for Reconstruction and Development (hereinafter referred to as the Bank) dated _____ "___", 20 __ (hereinafter referred to as the Agreement) the Bank shall undertake to provide to the Government the listed below Advisory services on a paid basis (hereinafter referred to as " reimbursable advisory services") under the terms and conditions of the Agreement and this

Annual RAS program. Conditions not defined in this Annual RAS program shall apply as defined in the Agreement. On the basis of the foregoing, the Government and the Bank hereby agreed as follows:

1. Annual Advisory services program on a reimbursable basis. Unless otherwise agreed by the Government and the Bank, the Advisory services shall include, on a reimbursable basis, the following activities and shall be performed by the Bank in good faith in accordance with the schedule agreed by the Parties and on the basis of the information currently available to the Bank and in accordance with the provisions of the Agreement.

No r/n	Events	Beneficiary	Estimated cost (US dollars)	Event format

2. Working period.

Unless otherwise agreed between the Government and the Bank, the Bank shall undertake to provide Advisory services on a reimbursable basis during the working period from July 1 (YEAR) to June 30 (YEAR).

3. Payment.

The Government shall pay the Bank a fixed amount in United States dollars in accordance with the following payment schedule:

Payment amount Due date

1. \$ _____

(to specify the ate)

2. \$ _____

(to specify the date)

3. \$ _____

(to specify the date)

Done in the city of Nur-Sultan, Republic of Kazakhstan _____ "___", 20 __, in two original copies, each in Kazakh, Russian and English. In case of disagreement in the interpretation of the provisions of this Agreement, the Parties shall be guided by the English text.

On _____ behalf
of the Government of the Republic of Kazakhstan of _____
_____ for Reconstruction or Development _____

b e h a l f
I n t e r n a t i o n a l
B a n k

Annex 3
to Agreement on technical
cooperation under the Program
of joint economic research between the
Government
of the Republic of Kazakhstan and the
International
Bank for Reconstruction and Development
Form

Protocol

on introduction of amendments to the Annual program of Advisory services on a reimbursable basis between the Government of the Republic of Kazakhstan and the International Bank for Reconstruction and Development

This document shall relate to the Annual program of Advisory services on a reimbursable basis for the ____ financial year between the Government of the Republic of Kazakhstan (hereinafter referred to as the Government) and the International Bank for Reconstruction and Development (hereinafter referred to as the Bank) dated _____ 20 __ (as amended by _____) (hereinafter referred to as the Annual program).

In accordance with paragraph 12 (b) of Annex 1 to the Agreement between the Government and the Bank (hereinafter referred to as the Parties) dated _____ 20 __, introduction of amendments to the Annual RAS program, the Parties have agreed to sign this minute on introduction of amendments:

1. _____
2. _____
3. _____

Done in the city of Nur-Sultan, Republic of Kazakhstan _____ " ____ " , 20 __, in two original copies, each in Kazakh, Russian and English. In case of disagreement in the interpretation of the provisions of this Agreement, the Parties shall be guided by the English text.

On behalf of the Government of the Republic of Kazakhstan	On behalf of the International Bank for Reconstruction and Development
_____	_____