



Project Title: Drafting development concept for intellectual property area in the Republic of Kazakhstan and draft operational roadmap for the period from 2020 to 2025, and improving intellectual property competencies

Project Number: 00119478

Implementing Partner: United Nations Development Programme

Start Date: 12 December 2019 **End Date:** 30 June 2020 **LPAC Meeting date:** 11 December 2019

Brief Description

1. The Republic of Kazakhstan is taking systematic measures to ensure a proper legal framework for the area of intellectual property protection. Being a party to a number of international treaties and agreements in the intellectual property area and a WTO member, Kazakhstan aims to further harmonise its legislation in accordance with its international obligations. A number of amendments were made to the effective laws, in particular, the period of protection of copyright and related rights objects was increased (*70 years after the author's death instead of 50 years*), retroactive protection of rights was introduced (*introduction of protection of intellectual property objects, which were created abroad and whose period of protection in the country of origin has not expired*), criminal liability for the use of counterfeit was clarified and strengthened, the size of penalties was increased (*from 500 to 700 MCI // Art. 184, 184-1 of the Criminal Code of the RK*), customs authorities were granted the authority to apply *ex-officio* (*the right to independently suspend goods with signs of violations of intellectual property rights*), etc.; obligation to protect sensitive data (*preclinical and clinical examination data*) on original pharmaceuticals for 6 years from the date of their registration in the Committee for Control of Medical and Pharmaceutical Activities of the Ministry of Health of the Republic of Kazakhstan, and introduction of cases for the issuance of a compulsory non-exclusive license by the court (*without the right holder's permission*) to produce analogues of the original pharmaceuticals (*generics*).

2. Kazakhstan also ratified the Treaty on the Eurasian Economic Union, providing for the adoption of international treaties within the Union with regard to the activities of organizations of collective management of rights, registration, legal protection and use of the trademark of the Union, coordination of actions of Member States to protect intellectual property rights.

3. At the same time, there are no strategic documents on the development of the intellectual property area. Current challenges and further development of science and technology set the task to bring the intellectual property rights protection to the next level, and improve the proficiency level, knowledge and skills of specialists conducting examination of applications for titles of protection in accordance with international principles and standards.

4. State bodies are entrusted with the task to ensure the protection of intellectual property rights in selected industries; in order to combine the efforts of all state bodies to ensure protection of intellectual property objects, and of science and business to introduce new technologies into production and further commercialize intellectual property objects.

The objective of the assignment is to improve the institutional capacity, efficiency and operational optimization of justice bodies in protection of intellectual property rights based on good international practices. The main tasks of the assignment are: to strengthen the guarantees of intellectual property rights protection through implementation of good international practices; identify strategic areas for the development of intellectual property area in accordance with international principles and standards and, in particular, draft the Development Concept for intellectual property area and draft Operational Roadmap for the period from 2020 to 2025; improve Kazakhstan's position in the WEF's Global Competitiveness Index in terms of the 'Protection of intellectual property' indicator; improving intellectual property competencies.

Contributing CPD Outcome:
 Outcome 2.2: Judicial and legal systems, and public institutions, are fair, accountable and accessible to all people.
 Indicative Output(s) with gender marker²:
 Output 4: Capacity of human rights and rule of law institutions strengthened, including improved access to justice and redress.
 Gender marker - GEN2

Total resources required:	402,010.15	
Total resources allocated:	Donor: Ministry of Justice through the World Bank	402,010.15

Agreed by (signatures)¹:

UNDP
Vitalie Vremis, Deputy Resident Representative
Date:

¹ Note: Adjust signatures as needed

² The Gender Marker measures how much a project invests in gender equality and women’s empowerment. Select one for each output: GEN3 (Gender equality as a principle objective); GEN2 (Gender equality as a significant objective); GEN1 (Limited contribution to gender equality); GEN0 (No contribution to gender quality)

I. DEVELOPMENT CHALLENGE

1. Kazakhstan undertakes consistent measures to simplify the regulatory functions, including in the area of intellectual property rights. The procedure for registration of intellectual property objects was transferred to an expert organization NIIP RSE; its time was reduced; the procedure for pre-trial settlement of disputes on industrial property protection was improved; the institute of compensation for illegal use of a trademark was introduced; the compulsory procedure for pre-trial settlement of copyright disputes was excluded.

2. Kazakhstan aims to maintain a role of reliable international actor, for which it has signed major international instruments in the IP area and makes every effort to hold to international commitments and obligations by regularly updating relevant legislation with cosmetic amendments, but no strategy on how to further develop this area is formulated. Current challenges and further development of science and technology set the task to bring the intellectual property rights protection to the next level, and improve the proficiency level, knowledge and skills of specialists conducting examination of applications for titles of protection in accordance with international principles and standards.

II. STRATEGY

The project implementation strategy is in line with the goals of the UNDP country programme for 2016-2020. These address two main challenges: (a) the country's ability to maintain development gains in the face of the economic slowdown; and (b) sustaining and scaling up the country's position as an international facilitator and promoter of regional and global dialogue.

The project implementation strategy is also congruent with the goals of the Republic of Kazakhstan, which is currently implementing - through its Ministry of Justice and with financial support from the World Bank. The overall aim of this Project is to support institution-building activities for a wide range of justice related services provided by various state bodies and organisations. The project beneficiaries include the Ministry of Justice (MOJ) – also the national implementing partner of this project – the Supreme Court (SC), the Academy of Justice (AJ), the General Prosecutor Office (GPO), the High Judicial Council (HJC) and the Ministry of Internal Affairs (MIA).

The project aims to improve the institutional capacity, efficiency and operational optimization of justice bodies in protection of intellectual property rights based on good international practices. The expected outcomes will include strengthened guarantees of intellectual property rights protection; identified strategic areas for the development of intellectual property area; clear vision and strategy for the IP area development and a detailed implementation roadmap.

It will also contribute to improving the interaction among various state entities and organisations implicated one way or another with the law-making process.

III. RESULTS AND PARTNERSHIPS

Expected Results

- **Deliverable 1.** Development Concept for intellectual property area in the Republic of Kazakhstan, draft Operational Roadmap for the period from 2020 to 2025, as well as Report on participation in public discussions of the Concept and draft Roadmap (if any are conducted by the Client), and their finalization, including the documents and materials that confirm the UNDP's contribution and role in obtaining the opinion of an international organization on the Development Concept for intellectual property area in the Republic of Kazakhstan and draft Operational Roadmap for the period from 2020 to 2025.

- **Deliverable 2.** – General (integrated) report on conducted training trips and trainings executed in accordance with the requirements of Clauses 47 and 48 of the Terms of Reference

Resources Required to Achieve the Expected Results

The UNDP CO will mobilize its own human resources (programme and project staff) and form a team of qualified consultants (individuals and organisations), drawing from a national and international pool of suitable and qualified experts. In addition, the UNDP will make its physical and ICT infrastructure available to the team of experts.

Partnerships

The UNDP will capitalise fully on its existing partnerships with key national partners. On the national level UNDP will work with the Ministry of Justice, NIIP RSE, patent agents. UNDP will also deploy its wide network of partners and experts from academia, expert community (including women-led law firms), civil society and international organizations.

Risks and Assumptions

There are no specific risks expected during the project implementation, except that this project needs to be implemented in a rather tight period.

Stakeholder Engagement

Target Groups: Ministry of Justice, NIIP RSE staff.

Sustainability

Implementation will help to identify strengths and weaknesses of the current regulatory system in the IP area, formulate a strategy on its further development, strengthen the capacity of the Beneficiary to ensure sustainable realisation of the strategy. National ownership of results will be ensured by the continuous and direct involvement of the Beneficiary in the process of deriving such results. Once the desirable results are compiled, the Beneficiary will proceed with the necessary actions needed to implement the recommendations, as it sees fit. Implementation of the project results will enhance the law-making process in the Republic of Kazakhstan, overall.

IV. PROJECT MANAGEMENT

Cost Efficiency and Effectiveness

The UNDP will use a portfolio management approach to improve cost effectiveness by leveraging activities of this project financed by the World Bank.

Cost effectiveness and efficiency during the project implementation will be ensured by compliance with the UNDP standard rules, regulations, policies and procedures.

The UNDP project team will develop a detailed project implementation plan with application of monitoring tools at each phase of the project. This will help trace the output indicators and measure the level of achievement of project goals versus identified project targets.

Project Management

The UNDP CO will involve a professional project management team comprised of national and international experts that possesses the required expertise, managerial and analytical skills.

The Project will be operationalized in Nur Sultan, on the premises of the UNDP CO. Other UNDP projects will provide support to the team of experts by sharing knowledge and expertise, helping build relationships with national partners and other stakeholders.

The UNDP programme staff will closely supervise all stages of the Project's implementation. The team of experts will be supported by the UNDP CO Operation Services during all phases of the project.

V. RESULTS FRAMEWORK

EXPECTED OUTPUTS	OUTPUT INDICATORS	DATA SOURCE	BASELINE		TARGETS	DATA COLLECTION METHODS
			VALUE	YEAR		
<p>Output 1 Drafting Development Concept for intellectual property area in the Republic of Kazakhstan and draft Operational Roadmap for the period from 2020 to 2025</p>	<p>1.1. Development Concept for intellectual property area in the Republic of Kazakhstan 1.2. Draft Operational Roadmap for the period from 2020 to 2025 for the implementation of the Development Concept for intellectual property area 1.3. Report on participation in public discussions of the Concept and draft Roadmap (if any are conducted by the Client), and their finalization, including the documents and materials that confirm the UNDP's contribution and role in obtaining the opinion of an international organization on the Development Concept for intellectual property area in the Republic of Kazakhstan and draft Operational Roadmap for the period from 2020 to 2025</p>	<p>International framework of Intellectual Property Rights regulation, Kazakhstani legal framework of IP rights regulation, progressive international trends in the IP area (expert opinions)</p>		2019	<p>Good practices are identified, and recommendations are developed for the consideration of the MoJ. Gender-responsive planning at both national and local levels will be promoted.</p>	<p>Desk research of relevant legislation, international instruments and other documents in a selective number of countries</p>
<p>Output 2 Organization of training trips to foreign patent offices and / or training institutions at those offices, as well as trainings for persons that ensure protection of intellectual property rights and for those performing other functions related to the intellectual property area.</p>	<p>General (integrated) report on conducted training trips and trainings executed in accordance with the requirements of Clauses 47 and 48 of the Terms of Reference</p>	<p>Training materials, agendas, list of participants, list of recommendations</p>		2019	<p>Training topics will be agreed with MoJ separately</p>	<p>Questionnaires of participants, photo reports, press releases, handouts</p>

VI. MONITORING AND EVALUATION

In accordance with the UNDP's programming policies and procedures, the project will be monitored through the following monitoring and evaluation plans:

Monitoring Plan

Monitoring Activity	Purpose	Frequency	Expected Action	Partners (if joint)	Cost (if any)
Track results progress	Progress data against the results indicators in the RRF will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	Monthly	Slower than expected progress will be addressed by project management.	MoJ	TBC
Monitor and Manage Risk	Identify specific risks that may threaten achievement of the intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards. Audits will be conducted in accordance with the UNDP's audit policy to manage financial risk.	Monthly	Risks are identified by project management and actions are taken to manage risk. The risk log is actively maintained to keep track of identified risks and actions taken.	MoJ	TBC
Learn	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	Annually	Relevant lessons are captured by the project team and used to inform management decisions and knowledge sharing with other projects within the cluster	MoJ	TBC
Annual Project Quality Assurance	The quality of the project will be assessed against the UNDP's quality standards to identify project strengths and weaknesses and to inform management decision making to improve the project.	Annually	Areas of strength and weakness will be reviewed by project management and used to inform decisions to improve project performance.	MoJ	TBC
Review and Make Course Corrections	Internal review of data and evidence from all monitoring actions to inform decision making.	At least twice during project implementation	Progress against targets set, risks, lessons and quality will be discussed by the management team and used to make course corrections.	MoJ	TBC
Project Report	A progress report will be presented to the management team and other key stakeholders, consisting of progress data and results achieved against pre-defined targets at the output level, and any evaluation or review reports prepared over the period.	Annually	Decision on the Approval of the report or required revision.	MoJ	TBC
Annual and Final Project Review Boards	Management team and the Beneficiaries will hold an end-of project review to assess the outcomes of the project and discuss opportunities to socialise project results with relevant audiences.	In the final year of the project cycle	Resolution on the closure of the Project.	MoJ	TBC

VII. WORK PLAN

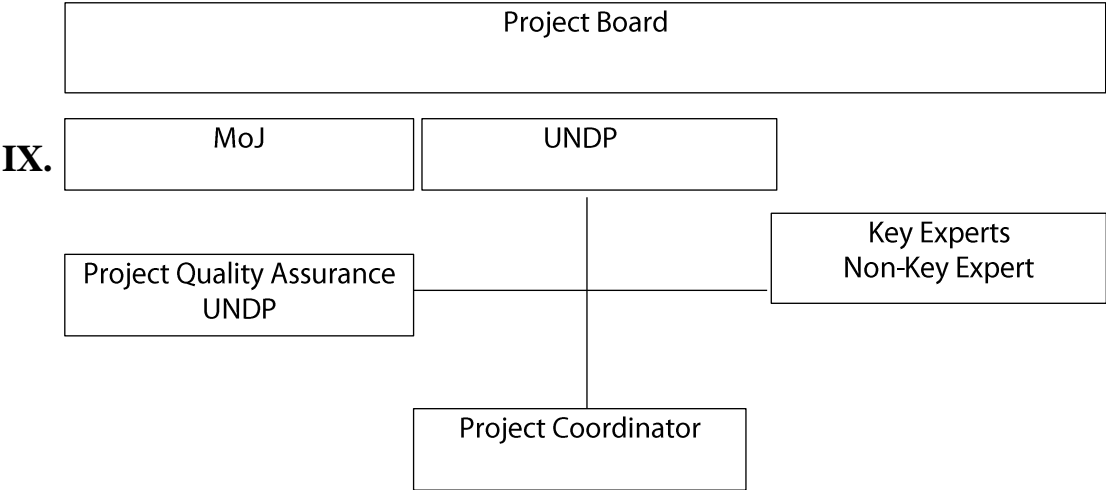
EXPECTED OUTPUTS	PLANNED ACTIVITIES	RESPONSIBLE PARTY	PLANNED BUDGET BY YEAR (USD)			
			Funding Source	Budget Description	GL Accounts	2020
Output 1 Drafting development concept for intellectual property area in the Republic of Kazakhstan and draft Operational Roadmap for the period from 2020 to 2025	1.1. Development Concept for intellectual property area in the Republic of Kazakhstan 1.2. Draft Operational Roadmap for the period from 2020 to 2025 for the implementation of the Development Concept for intellectual property area 1.3. Report on participation in public discussions of the Concept and draft Roadmap (if any are conducted by the Client), and their finalization, including the documents and materials that confirm the UNDP's contribution and role in obtaining the opinion of an international organization on the Development Concept for intellectual property area in the Republic of Kazakhstan and draft Operational Roadmap for the period from 2020 to 2025.	UNDP	MoJ	International Individual Consultants	71200	100,000.00
				Transportation services of ICs	71600	30,150.00
				Local Individual Consultants	71300	28,000.00
				Miscellaneous	74500	100.00
				GMS (8%)	75100	12,660.00
				Sub-total		170,910.00
Output 2 Organization of training trips to foreign patent offices and / or training institutions at those offices, as well as trainings for persons that ensure protection of intellectual property rights and for those performing other functions related to the intellectual property area.	2.1. Organisation of Training trips 2.2. Organistaion of Trainings	UNDP	MoJ	Transportation services	71600	34,132.00
				Translation	74200	5,500.00
				Training, Workshops	75700	59,865.00
				International Individual Consultants	71200	26,000.00
				Local Individual Consultants	71300	25,234.62
				Miscellaneous	74500	100.00
				GMS (8%)	75100	12,066.53
Sub-total		162,898.15				
Output 3 Project Management and Coordination	3.1 Project Management	UNDP	MoJ	Project Manager	71400	7,600.00
				Project Assistant	71400	4,400.00
				Transportation services of IC N-1	71600	20,750.00
				Translation	74200	12,000.00
				Local Travel	71600	800.00
				Rent and office maintenance	73100	1,300.00
				Supplies (stationery, office supplies)	72500	4,000.00
				DPC - programme	64397	7,400.00
				DPC - operations	64397	4,800.00
				Miscellaneous	74500	100.00
				GMS (8%)	75100	5,052.00
Sub-total		68,202.00				
				TOTAL		402,010.15

VIII. GOVERNANCE AND MANAGEMENT ARRANGEMENTS

The governing body of the Project will be the Steering Committee consisting of the Beneficiary, the Implementing Agency and the UNDP Governance Unit with authority to make decisions regarding the project. It will be comprised of high level representatives of these three entities. They will meet regularly to consider progress of activities and to approve the deliverables of the project.

The Project Coordinator will be responsible partly for project management and all operational procedures required to implement the project in a timely and orderly manner, including national and international personnel, other hired experts and contracted companies.

Project Organisation Structure



LEGAL CONTEXT AND RISK MANAGEMENT

This project document shall be the instrument referred to as such in Article 1 of the Standard Basic Assistance Agreement between the Government of the Republic of Kazakhstan and UNDP, signed on October 4, 1994 (see Annex J). All references in the SBAA to “Executing Agency” shall be deemed to refer to “Implementing Partner.”

This project will be implemented by Ministry of Justice (“Implementing Partner”) in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

X. RISK MANAGEMENT

1. Consistent with the Article III of the SBAA [or the Supplemental Provisions to the Project Document], the responsibility for the safety and security of the Implementing Partner and its personnel and property, and of UNDP’s property in the Implementing Partner’s custody, rests with the Implementing Partner. To this end, the Implementing Partner shall:
 - a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;
 - b) assume all risks and liabilities related to the Implementing Partner’s security, and the full implementation of the security plan.
2. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the Implementing Partner’s obligations under this Project Document.
3. The Implementing Partner agrees to undertake all reasonable efforts to ensure that no UNDP funds received pursuant to the Project Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.
4. The Implementing Partner acknowledges and agrees that UNDP will not tolerate sexual harassment and sexual exploitation and abuse of anyone by the Implementing Partner, and each of its responsible parties, their respective sub-recipients and other entities involved in Project implementation, either as contractors or subcontractors and their personnel, and any individuals performing services for them under the Project Document.
 - (a) In the implementation of the activities under this Project Document, the Implementing Partner, and each of its sub-parties referred to above, shall comply with the standards of conduct set forth in the Secretary General’s Bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse” (“SEA”).
 - (b) Moreover, and without limitation to the application of other regulations, rules, policies and procedures bearing upon the performance of the activities under this Project Document, in the implementation of activities, the Implementing Partner, and each of its sub-parties referred to above, shall not engage in any form of sexual harassment (“SH”). SH is defined as any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment.

5. a) In the performance of the activities under this Project Document, the Implementing Partner shall (with respect to its own activities), and shall require from its sub-parties referred to in paragraph 4 (with respect to their activities) that they, have minimum standards and procedures in place, or a plan to develop and/or improve such standards and procedures in order to be able to take effective preventive and investigative action. These should include: policies on sexual harassment and sexual exploitation and abuse; policies on whistleblowing/protection against retaliation; and complaints, disciplinary and investigative mechanisms. In line with this, the Implementing Partner will and will require that such sub-parties will take all appropriate measures to:
 - i. Prevent its employees, agents or any other persons engaged to perform any services under this Project Document, from engaging in SH or SEA;
 - ii. Offer employees and associated personnel training on prevention and response to SH and SEA, where the Implementing Partner and its sub-parties referred to in paragraph 4 have not put in place its own training regarding the prevention of SH and SEA, the Implementing Partner and its sub-parties may use the training material available at UNDP;
 - iii. Report and monitor allegations of SH and SEA of which the Implementing Partner and its sub-parties referred to in paragraph 4 have been informed or have otherwise become aware, and status thereof;
 - iv. Refer victims/survivors of SH and SEA to safe and confidential victim assistance; and
 - v. Promptly and confidentially record and investigate any allegations credible enough to warrant an investigation of SH or SEA. The Implementing Partner shall advise UNDP of any such allegations received and investigations being conducted by itself or any of its sub-parties referred to in paragraph 4 with respect to their activities under the Project Document, and shall keep UNDP informed during the investigation by it or any of such sub-parties, to the extent that such notification (i) does not jeopardize the conduct of the investigation, including but not limited to the safety or security of persons, and/or (ii) is not in contravention of any laws applicable to it. Following the investigation, the Implementing Partner shall advise UNDP of any actions taken by it or any of the other entities further to the investigation.
- c) The Implementing Partner shall establish that it has complied with the foregoing, to the satisfaction of UNDP, when requested by UNDP or any party acting on its behalf to provide such confirmation. Failure of the Implementing Partner, and each of its sub-parties referred to in paragraph 4, to comply of the foregoing, as determined by UNDP, shall be considered grounds for suspension or termination of the Project.
6. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (<http://www.undp.org/ses>) and related Accountability Mechanism (<http://www.undp.org/secu-srm>).
7. The Implementing Partner shall: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.
8. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and

Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.

9. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the project or using UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.
10. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to the Implementing Partner: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.
11. In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP projects and programmes in accordance with UNDP's regulations, rules, policies and procedures. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner's (and its consultants', responsible parties', subcontractors' and sub-recipients') premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.
12. The signatories to this Project Document will promptly inform one another in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality. Where the Implementing Partner becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP's Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.
13. The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.
14. Each contract issued by the Implementing Partner in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.
15. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
16. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled "Risk Management" are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled "Risk Management Standard Clauses" are included, mutatis mutandis, in all sub-contracts or sub-agreements entered into further to this Project Document.

X. ANNEXES

Annex 1. Risk Log

Project Title: Drafting development concept for intellectual property area in the Republic of Kazakhstan and draft operational roadmap for the period from 2020 to 2025, and improving intellectual property competencies	Award ID 00124795	Date: 13.12.2019
--	--------------------------	-------------------------

#	Type	Description	Date Identified	Probability ² & Impact ³	Countermeasures / Management response	Owner	Submitted / updated by	Last Update	Status
1	Environmental	No environmental risks identified			-	-	-	-	-
2	Financial	No financial risks identified			-	-	-	-	-
3	Organizational	Selection of most experienced consultancy firms and individuals to carry out project activities	January 2020	Off target selection and engagement of most suitable consultancy firms and individuals may influence the quality of the outputs and results P = 2 / I = 4	UNDP will use precise and detailed evaluation criteria in selecting the most experienced consultancy firm and individual consultants	UNDP GU Head	UNDP GU Head	- - -	- - -
4	Political	Frequent turnover of key decision making personnel	January 2020	Change in key beneficiary personnel may hinder timely progress of activities P = 1 / I = 3	Engage mid-level beneficiary personnel to ensure continuation	UNDP GU Head	UNDP GU Head	-	-
5	Regulatory	Other responsible ministries may not cooperate in a timely fashion	January 2020	Ministry of Finance may not provide necessary funds for financing performance of re-allocated funds P = 2 / I = 2	Work closely with the Government to secure necessary funds when functions have been re-allocated	UNDP GU Head / MoJ decision makers	UNDP GU Head	-	-
		Project results may not lead to legislative initiatives	January 2020	Recommendations culminating from findings may not progress in the legislative process P = 2 / I = 2	Work closely with the Government to highlight benefits of legislating findings and recommendations	UNDP GU Head / MoJ	UNDP GU Head		
6	Strategic	UNDP as partner of choice for future development issues	January 2020	If UNDP does not manage to produce the expected results may diminish its partner of choice status P = 1 / I = 5	Focus on producing the best possible results	UNDP GU Head	UNDP GU Head		
7	Security	No security risks identified							

2 Probability scale: 1 (low) to 5 (high).

3 Impact scale: 1 (low) to 5 (high).

Annex 2. Social and Environmental Screening

Project Information	
1. Project Title	Drafting development concept for intellectual property area in the Republic of Kazakhstan and draft operational roadmap for the period from 2020 to 2025, and improving intellectual property competencies
2. Project Number	00119478
3. Location (Global/Region/Country)	Kazakhstan

Part A. Integrating Overarching Principles to Strengthen Social and Environmental Sustainability

QUESTION 1: How Does the Project Integrate the Overarching Principles in order to Strengthen Social and Environmental Sustainability?
<i>Briefly describe in the space below how the Project mainstreams the human-rights based approach</i>
The Project is aimed at strengthening the guarantees of intellectual property rights protection, which is directly involved in ensuring human rights as the human rights approach requires that the type and level of protection afforded under any intellectual property regime directly facilitate and promote scientific progress and its applications, and do so in a manner that will broadly benefit members of society on an individual, corporate, and international level. It also implies a right of access to the benefits of science, again on both an individual and collective level as well as a right of protection from potential harmful effects of scientific and technological development, and a right of choice in determining priorities and making major decisions.
<i>Briefly describe in the space below how the Project is likely to improve gender equality and women's empowerment</i>
Strengthening the guarantees of intellectual property rights protection through implementation of good international practices can enable women empowerment by enabling women who develop innovative ideas and products to secure financing, signal their innovation, and negotiate access to the IPRs held by others.
<i>Briefly describe in the space below how the Project mainstreams environmental sustainability</i>
N/A

Part B. Identifying and Managing Social and Environmental Risks

QUESTION 2: What are the Potential Social and Environmental Risks?	QUESTION 3: What is the level of significance of the potential social and environmental risks?			QUESTION 6: What social and environmental assessment and management measures have been conducted and/or are required to address potential risks (for Risks with Moderate and High Significance)?
<i>Risk Description</i>	<i>Impact and Probability (1-5)</i>	<i>Significance (Low, Moderate, High)</i>	<i>Comments</i>	<i>Description of assessment and management measures as reflected in the Project design. If ESIA or SESA is required note that the assessment should consider all potential impacts and risks.</i>
Risks not identified				
QUESTION 4: What is the overall Project risk categorization?				
Select one (see SESP for guidance)			Comments	
<i>Low Risk</i>			<input checked="" type="checkbox"/>	
<i>Moderate Risk</i>			<input type="checkbox"/>	
<i>High Risk</i>			<input type="checkbox"/>	
QUESTION 5: Based on the identified risks and risk categorization, what requirements of the SES are relevant?				
Check all that apply			Comments	
<i>Principle 1: Human Rights</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>Principle 2: Gender Equality and Women’s Empowerment</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>1. Biodiversity Conservation and Natural Resource Management</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>2. Climate Change Mitigation and Adaptation</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>3. Community Health, Safety and Working Conditions</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>4. Cultural Heritage</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>5. Displacement and Resettlement</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>6. Indigenous Peoples</i>			<input type="checkbox"/>	Not applicable to this Project.
<i>7. Pollution Prevention and Resource Efficiency</i>			<input type="checkbox"/>	Not applicable to this Project.

Final Sign Off

<i>Signature</i>	<i>Date</i>	<i>Description</i>
QA Initiator		UNDP staff member responsible for SESP Checklist completion
QA Assessor		UNDP staff member responsible for the Project, typically a UNDP Programme Officer. Final signature confirms they have “checked” to ensure that the SESP is adequately conducted.
QA Approver		UNDP senior manager, typically the UNDP Deputy Country Director (DCD), Country Director (CD), Deputy Resident Representative (DRR), or Resident Representative (RR). The QA Approver cannot also be the QA Assessor. Final signature confirms they have “cleared” the SESP prior to submittal to the PAC.
PAC Chair		UNDP chair of the PAC. In some cases PAC Chair may also be the QA Approver. Final signature confirms that the SESP was considered as part of the project appraisal and considered in recommendations of the PAC.

SESP Attachment 1. Social and Environmental Risk Screening Checklist

Checklist Potential Social and Environmental Risks		Answer (Yes/No)
Principles 1: Human Rights		
1.	Could the Project lead to adverse impacts on enjoyment of the human rights (civil, political, economic, social or cultural) of the affected population and particularly of marginalized groups?	No
2.	Is there a likelihood that the Project would have inequitable or discriminatory adverse impacts on affected populations, particularly people living in poverty or marginalized or excluded individuals or groups? ⁴	No
3.	Could the Project potentially restrict availability, quality of and access to resources or basic services, to marginalized individuals or groups?	No
4.	Is there a likelihood that the Project would exclude any potentially affected stakeholders, marginalized groups, from fully participating in decisions that may affect them?	No
5.	Is there a risk that duty-bearers do not have the capacity to meet their obligations in the Project?	No
6.	Is there a risk that rights-holders do not have the capacity to claim their rights?	No
7.	Have local communities or individuals, given the opportunity, raised human rights concerns regarding the Project during the stakeholder engagement process?	No
8.	Is there a risk that the Project would exacerbate conflicts among and/or the risk of violence to project-affected communities and individuals?	No
Principle 2: Gender Equality and Women's Empowerment		
1.	Is there a likelihood that the proposed Project would have adverse impacts on gender equality and/or the situation of women and girls?	No
2.	Would the Project potentially reproduce discriminations against women based on gender, especially regarding participation in design and implementation or access to opportunities and benefits?	No
3.	Have women's groups/leaders raised gender equality concerns regarding the Project during the stakeholder engagement process and has this been included in the overall Project proposal and in the risk assessment?	No
4.	Would the Project potentially limit women's ability to use, develop and protect natural resources, considering different roles and positions of women and men in accessing environmental goods and services?	No
Principle 3: Environmental Sustainability: Screening questions regarding environmental risks are encompassed by the specific Standard-related questions below		
Standard 1: Biodiversity Conservation and Sustainable Natural Resource Management		
1.1	Would the Project potentially cause adverse impacts to habitats (e.g. modified, natural, and critical habitats) and/or ecosystems and ecosystem services?	No
1.2	Are any Project activities proposed within or adjacent to critical habitats and/or environmentally sensitive areas, including legally protected areas (e.g. nature reserve, national park), areas proposed for protection, or recognized as such by authoritative sources and/or indigenous peoples or local communities?	No
1.3	Does the Project involve changes to the use of lands and resources that may have adverse impacts on habitats, ecosystems, and/or livelihoods? (Note: if restrictions and/or limitations of access to lands would apply, refer to Standard 5)	No
1.4	Would Project activities pose risks to endangered species?	No
1.5	Would the Project pose a risk of introducing invasive alien species?	No
1.6	Does the Project involve harvesting of natural forests, plantation development, or reforestation?	No
1.7	Does the Project involve the production and/or harvesting of fish populations or other aquatic species?	No
1.8	Does the Project involve significant extraction, diversion or containment of surface or ground water?	No

⁴ Prohibited grounds of discrimination include race, ethnicity, gender, age, language, disability, sexual orientation, no religion, political or other opinion, national or social or geographical origin, property, birth or other status including as non-indigenous person or as a member of a minority. References to "women and men" or similar is understood to include women and men, boys and girls, and other groups discriminated against based on their gender identities, such as transgender people and transsexuals.

1.9	Does the Project involve utilization of genetic resources? (e.g. collection and/or harvesting, commercial development)	No
1.10	Would the Project generate potential adverse transboundary or global environmental concerns?	No
1.11	Would the Project result in secondary or consequential development activities which could lead to adverse social and environmental effects, or would it generate cumulative impacts with other known existing or planned activities in the area?	No
Standard 2: Climate Change Mitigation and Adaptation		
2.1	Will the proposed Project result in significant ⁵ greenhouse gas emissions or may exacerbate climate change?	No
2.2	Would the potential outcomes of the Project be sensitive or vulnerable to potential impacts of climate change?	No
2.3	Is the proposed Project likely to directly or indirectly increase social and environmental vulnerability to climate change now or in the future (also known as maladaptive practices)?	No
Standard 3: Community Health, Safety and Working Conditions		
3.1	Would elements of Project construction, operation, or decommissioning pose potential safety risks to local communities?	No
3.2	Would the Project pose potential risks to community health and safety due to the transport, storage, and use and/or disposal of hazardous or dangerous materials (e.g. explosives, fuel and other chemicals during construction and operation)?	No
3.3	Does the Project involve large-scale infrastructure development (e.g. dams, roads, buildings)?	No
3.4	Would failure of structural elements of the Project pose risks to communities? (e.g. collapse of buildings or infrastructure)	No
3.5	Would the proposed Project be susceptible to or lead to increased vulnerability to earthquakes, subsidence, landslides, erosion, flooding or extreme climatic conditions?	No
3.6	Would the Project result in potential increased health risks (e.g. from water-borne or other vector-borne diseases or communicable infections such as HIV/AIDS)?	No
3.7	Does the Project pose potential risks and vulnerabilities related to occupational health and safety due to physical, chemical, biological, and radiological hazards during Project construction, operation, or decommissioning?	No
3.8	Does the Project involve support for employment or livelihoods that may fail to comply with national and international labour standards (i.e. principles and standards of ILO fundamental conventions)?	No
3.9	Does the Project engage security personnel that may pose a potential risk to health and safety of communities and/or individuals (e.g. due to a lack of adequate training or accountability)?	No
Standard 4: Cultural Heritage		
4.1	Will the proposed Project result in interventions that would potentially adversely impact sites, structures, or objects with historical, cultural, artistic, traditional or religious values or intangible forms of culture (e.g. knowledge, innovations, practices)? (Note: Projects intended to protect, and conserve Cultural Heritage may also have inadvertent adverse impacts)	No
4.2	Does the Project propose utilizing tangible and/or intangible forms of cultural heritage for commercial or other purposes?	No
Standard 5: Displacement and Resettlement		
5.1	Would the Project potentially involve temporary or permanent and full or partial physical displacement?	No
5.2	Would the Project possibly result in economic displacement (e.g. loss of assets or access to resources due to land acquisition or access restrictions – even in the absence of physical relocation)?	No
5.3	Is there a risk that the Project would lead to forced evictions? ⁶	No

⁵ Regarding CO₂, “significant emissions” corresponds generally to more than 25,000 tons per year (from both direct and indirect sources). [The Guidance Note on Climate Change Mitigation and Adaptation provides additional information on GHG emissions.]

⁶ Forced evictions include acts and/or omissions involving the coerced or involuntary displacement of individuals, groups, or communities from homes and/or lands and common property resources that were occupied or depended upon, thus eliminating the ability of an individual, group, or community to reside or work in a particular dwelling, residence, or location without the provision of, and access to, appropriate forms of legal or other protections.

5.4	Would the proposed Project possibly affect land tenure arrangements and/or community based property rights/customary rights to land, territories and/or resources?	No
Standard 6: Indigenous Peoples		
6.1	Are indigenous peoples present in the Project area (including Project area of influence)?	No
6.2	Is it likely that the Project or portions of the Project will be located on lands and territories claimed by indigenous peoples?	No
6.3	Would the proposed Project potentially affect the human rights, lands, natural resources, territories, and traditional livelihoods of indigenous peoples (regardless of whether indigenous peoples possess the legal titles to such areas, whether the Project is located within or outside of the lands and territories inhabited by the affected peoples, or whether the indigenous peoples are recognized as indigenous peoples by the country in question)?	No
6.4	Has there been an absence of culturally appropriate consultations carried out with the objective of achieving FPIC on matters that may affect the rights and interests, lands, resources, territories and traditional livelihoods of the indigenous peoples concerned?	No
6.5	Does the proposed Project involve the utilization and/or commercial development of natural resources on lands and territories claimed by indigenous peoples?	No
6.6	Is there a potential for forced eviction or the whole or partial physical or economic displacement of indigenous peoples, including through access restrictions to lands, territories, and resources?	No
6.7	Would the Project adversely affect the development priorities of indigenous peoples as defined by them?	No
6.8	Would the Project potentially affect the physical and cultural survival of indigenous peoples?	No
6.9	Would the Project potentially affect the Cultural Heritage of indigenous peoples, including through the commercialization or use of their traditional knowledge and practices?	No
Standard 7: Pollution Prevention and Resource Efficiency		
7.1	Would the Project potentially result in the release of pollutants to the environment due to routine or non-routine circumstances with the potential for adverse local, regional, and/or transboundary impacts?	No
7.2	Would the proposed Project potentially result in the generation of waste (both hazardous and non-hazardous)?	No
7.3	Will the proposed Project potentially involve the manufacture, trade, release, and/or use of hazardous chemicals and/or materials? Does the Project propose use of chemicals or materials subject to international bans or phase-outs?	No
7.4	Will the proposed Project involve the application of pesticides that may have a negative effect on the environment or human health?	No
7.5	Does the Project include activities that require significant consumption of raw materials, energy, and/or water?	No

Annex 3. Letter of Agreement on Support Services

Reference is made to consultations between officials of the Ministry of Justice of the Republic of Kazakhstan (hereinafter referred to as “the MoJ”) and officials of UNDP with respect to the provision of support services by the UNDP country office for nationally managed programmes and projects. UNDP and the MoJ hereby agree that the UNDP country office may provide such support services at the request of the MoJ through its institution designated in the relevant project document of the joint project of the UNDP and the MoJ.

The UNDP country office may provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP country office shall ensure that the capacity of the MoJ-designated institution is strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP country office in providing such support services shall be recovered from the administrative budget of the office.

The UNDP country office may provide, at the request of the designated institution, the following support services for the activities of the project:

- (a) Identification and recruitment of project personnel; handling administrative issues related to the project personnel;
- (b) Identification and facilitation of training activities, seminars and workshops;
- (c) Procurement of goods and services;
- (d) Processing of direct payments.

The procurement of goods and services and the recruitment of project personnel by the UNDP country office shall be in accordance with the UNDP regulations, rules, policies and procedures. If the requirements for support services by the country office change during the life of a project, the annex to the project document is revised with the agreement of the UNDP resident representative and the designated institution.

The relevant provisions of the Standard Basic Assistance Agreement (SBAA) between the Government of the Republic of Kazakhstan and the United Nations Development Programme, signed by the parties on October 4, 1994, including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The MoJ shall retain overall responsibility for the nationally managed project through its designated institution. The responsibility of the UNDP country office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the annex to the project document.

Any claim or dispute arising under or about the provision of support services by the UNDP country office in accordance with this letter shall be handled pursuant to the relevant provisions of the SBAA.

The manner and method of cost-recovery by the UNDP country office in providing the support services will be set forth in line with UNDP policy on Cost Recovery and DPC.

The UNDP country office shall submit progress reports on the support services provided and shall report on the costs reimbursed in providing such services, as may be required.

Any modification of the present arrangements shall be affected by mutual written agreement of the parties hereto.

If you agree with the provisions set forth above, please sign and return to this office two signed copies of this letter. Upon your signature, this letter shall constitute an agreement between the MoJ and UNDP on the terms and conditions for the provision of support services by the UNDP country office for the nationally managed project of the United Nations Development Programme (UNDP) and the Ministry of Justice of the Republic of Kazakhstan “Training Needs and Infrastructure Assessment: Academy of Justice”.

Annex 4: Terms of Reference for key experts involved in the project implementation

TERMS OF REFERENCE

Job position:	Expert in strategic development of the intellectual property area (industrial property)
Type of Contract:	Individual Contract
Duty station:	Field-based, Nur-Sultan, Kazakhstan
Duration of Initial Contract:	60 working days

A. Background

The United Nations Development Programme (UNDP) works in more than 170 countries and territories, helping to achieve the eradication of poverty, and the reduction of inequalities and exclusion. UNDP helps countries to develop policies, leadership skills, partnering abilities, institutional capabilities and builds resilience in order to sustain development skills.

UNDP supports Kazakhstan's aspiration to enter the ranks of 30 most competitive nations in the world by assisting in most critical reform areas, including inter alia in Justice Sector.

Kazakhstan undertakes consistent measures to decentralise and simplify the regulatory functions, including in the area of intellectual property (IP) rights. It aims to maintain a role of reliable international actor, for which major international instruments in the IP area have been signed, relevant legislation has been amended, but no strategy on how to further develop this area is formulated. Current challenges and further development of science and technology set the task to bring the intellectual property rights protection to the next level, and improve the proficiency level, knowledge and skills of specialists conducting examination of applications for titles of protection in accordance with international principles and standards.

Within the World Bank Kazakhstan Justice Sector Institutional Strengthening Project, UNDP has been requested to render technical assistance in drafting Development Concept for Intellectual Property Area in the Republic of Kazakhstan (Development Concept) and Operational Roadmap for the Period from 2020 to 2025 and improving intellectual property competencies.

Under the direct supervision of the Team Leader the Expert shall provide his/her knowledge and expertise in the IP area to contribute to the deliverables of a project team.

B. Scope of Work/ Functions

Under the supervision of the Team Leader, the Expert is requested to:

1. In collaboration with the national expert, analyse the IP area (Industrial property) in Kazakhstan, including legal framework, activity of IP actors, implementation and court practice, gaps, trends and challenges;
2. Review analytical materials in the IP area (industrial property) submitted/ available;
3. Analyse level of fulfilment of international obligations under the international treaties in the IP area (industrial property), including participation in relevant international organisations;
4. In collaboration with the national expert, analyse the national planning system applicable for the strategic document drafting,
5. Draft the Development Concept in accordance with national requirements, including the following:
 - a description of problem issues in IP area;
 - strategic areas of IP development and their key achievement indicators, in particular, in terms of protection, commercialization and enhancement of innovation potential;
 - general and detailed recommendations on modernization of IP area;
 - a scenario for improvement of IP area;
 - in collaboration with national expert, resources (human, material, etc.) required to achieve the target indicators;
 - a map of existing and potential risks for the implementation of the Concept with their detailed description.

6. Participate in consultations on the Development Concept with the state bodies and organisations (to be arranged by the Team Leader and/or UNDP), contribute in brainstorm sessions, developing and formulating ideas, discussing Development Concept structure and content, providing expert opinions on issues discussed, responding to questions raised with relevant justifications in the requested format (written, oral), collecting comments and suggestions of the MoJ and/or other stakeholders.
7. Participate in not more than two events on discussion of the Development Concept by delivering a presentation of the Development Concept and analytical summary of comments and suggestions received from the MoJ and the stakeholders.
8. Finalise the Development Concept by making amendments and additions in accordance with the comments and recommendations, within the framework of the received international organization's opinion (if any).

C. Expected Outcomes and Deliverables

The Expert is expected to provide monthly reports that contain performance status of the above-mentioned functions.

No.	Deliverables/ Outputs	Indicator	Deadline	Review and Approvals Required
1	First progress report	<ol style="list-style-type: none"> 1) List of meetings participated; 2) Minutes of the one-to-one meetings; 3) Analytical report on IP area (industrial property) in Kazakhstan; 4) Initial findings and comments on the reviewed materials; 5) Analytical report on international obligations fulfilment in the IP area (industrial property) 6) Draft of the Development Concept. 	20 days from contract signing	Team Leader
2	Second progress report	<ol style="list-style-type: none"> 1) List of meetings participated; 2) Minutes of the one-to-one meetings; 3) Collection of comments and suggestions on the draft Development Concept. 	40 days from contract signing	Team Leader, Head of Governance Unit
3	Final report	<ol style="list-style-type: none"> 1) Final Draft of the Development Concept; 2) Presentation of the Development Concept (PPP); 3) Analytical summary of comments and suggestions related to the Development Concept. 	60 days from contract signing	Team Leader, Head of Governance Unit

D. Duration of the assignment

The Expert is expected to devote 60 (sixty) working days to complete this assignment. This assignment is expected to commence on February 3, 2020 and conclude by approx. April 24, 2020.

E. Duty station

The Expert is expected to work in Nur-Sultan, Kazakhstan. The Expert should also attend meetings and events with the relevant UNDP personnel, the MoJ and other stakeholders as advised by the Team Leader.

F. Competencies

Corporate competencies:

- demonstrate integrity by modelling the UN's values and ethical standards;
- promotes the vision, mission and strategic goals of UNDP;
- displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- treats all people fairly without favouritism;

- fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional competencies:

- excellent analytical and research skills;
- excellent drafting skills;
- ability to grasp the development context/ challenges in the country;
- strong interpersonal skills, communication and diplomatic skills;
- strong facilitation, presentation and public speaking skills;
- ability to work under pressure and tight deadlines.

G. Required Skills and Experience

- law degree, LL.M or Master's degree in law; PhD will be an advantage;
- at least 10 (ten) years of international work experience in the development of strategy and policy documents in the area of intellectual property protection in OECD countries and (or) OECD structures and (or) the EU;
- at least 3 (three) years of practical experience in intellectual property disputes resolution is preferable;
- experience in rendering similar consulting services indicated in these Terms of Reference;
- experience in cooperation with the World Intellectual Property Organization and/or other similar international organizations in the intellectual property area is preferable;
- experience of participation in reforms in the specified areas is preferable;
- knowledge of international regulatory and legal frameworks in the intellectual property (industrial property) area;
- Fluency in English, knowledge of Kazakh and/or Russian is an asset.

H. Evaluation of Applicants

Individual contractor will be evaluated based on a Combined Scoring Method taking into consideration the combination of the applicant's qualifications and financial proposal.

The award of the contract should be made to the individual contractor whose offer has been evaluated and determined as:

- Responsive/ compliant/ acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation,
- Technical criteria weight (70%);
- Financial Criteria weight (30%).

I. Documents to be included when submitting the proposals

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- Detailed CV, indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate;
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

J. Financial proposal

The financial proposal shall specify a total lump sum amount consisting of professional fees and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the

comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

Approved by:

Head of Governance Unit

Signature

Date of signing

TERMS OF REFERENCE

Job position:	Expert in strategic development of the intellectual property area (copyright and related rights)
Type of Contract:	Individual Contract
Duty station:	Field-based, Nur-Sultan, Kazakhstan
Duration of Initial Contract:	40 working days

A. Background

The United Nations Development Programme (UNDP) works in more than 170 countries and territories, helping to achieve the eradication of poverty, and the reduction of inequalities and exclusion. UNDP helps countries to develop policies, leadership skills, partnering abilities, institutional capabilities and builds resilience in order to sustain development skills.

UNDP supports Kazakhstan's aspiration to enter the ranks of 30 most competitive nations in the world by assisting in most critical reform areas, including inter alia in Justice Sector.

Kazakhstan undertakes consistent measures to decentralise and simplify the regulatory functions, including in the area of intellectual property (IP) rights. It aims to maintain a role of reliable international actor, for which major international instruments in the IP area have been signed, relevant legislation has been amended, but no strategy on how to further develop this area is formulated. Current challenges and further development of science and technology set the task to bring the intellectual property rights protection to the next level, and improve the proficiency level, knowledge and skills of specialists conducting examination of applications for titles of protection in accordance with international principles and standards.

Within the World Bank Kazakhstan Justice Sector Institutional Strengthening Project, UNDP has been requested to render technical assistance in drafting Development Concept for Intellectual Property Area in the Republic of Kazakhstan (Development Concept) and Operational Roadmap for the Period from 2020 to 2025 (Roadmap), and improving intellectual property competencies.

Under the direct supervision of the Team Leader the Expert shall provide his/her knowledge and expertise in the IP area to contribute to the deliverables of a project team.

B. Scope of Work/ Functions

Under the supervision of the Team Leader, the Expert is requested to:

9. In collaboration with the national expert, analyse the IP area (Copyright and related rights) in Kazakhstan, including legal framework, activity of IP actors, implementation and court practice, gaps, trends and challenges;
10. Review analytical materials in the IP area (copyright and related rights) submitted/ available;
11. Analyse level of fulfilment of international obligations under the international treaties in the IP area (copyright and related rights), including participation in relevant international organisations;
12. In collaboration with the national expert, analyse the national planning system applicable for the strategic document drafting,
13. draft the Roadmap in accordance with national requirements, including the following:
 - individual activities required for the implementation of the Development Concept with target indicators
 - a calendar schedule for the implementation of the planned activities,
 - the form of their implementation,
 - in collaboration with the national expert, the financial and human resources needs,
 - a periodic performance assessment.
14. Participate in consultations on the Roadmap with the state bodies and organisations (to be arranged by the Team Leader and/or UNDP), discussing the draft Roadmap structure and content, providing expert opinions on issues discussed, responding to questions raised with relevant justifications in the requested format (written, oral), collecting comments and suggestions of the MoJ and/or other stakeholders.

15. Participate in not more than two events on discussion of the Roadmap by delivering a presentation of the Roadmap and analytical summary of comments and suggestions received from the MoJ and the stakeholders.
16. Finalise the Roadmap by making amendments and additions in accordance with the comments and recommendations, within the framework of the received international organization's opinion (if any).

C. Expected Outcomes and Deliverables

The Expert is expected to ultimately provide monthly reports that contain performance status of the above mentioned functions.

No.	Deliverables/ Outputs	Indicator	Deadline	Review and Approvals Required
1	First progress report	7) List of meetings participated; 8) Minutes of the one-to-one meetings; 9) Analytical report on IP area (copyright and related rights) in Kazakhstan; 10) Initial findings and comments on the reviewed materials; 11) Analytical report on international obligations fulfilment in the IP area (copyright and related rights) 12) Draft of the Roadmap.	15 days from contract signing	Team Leader
2	Second progress report	4) List of meetings participated; 5) Minutes of the one-to-one meetings; 6) Collection of comments and suggestions on the draft Roadmap.	30 days from contract signing	Team Leader, Head of Governance Unit
3	Final report	4) Final Draft of the Roadmap; 5) Presentation of the Roadmap (PPP); 6) Analytical summary of comments and suggestions related to the Roadmap.	40 days from contract signing	Team Leader, Head of Governance Unit

D. Duration of the assignment

The Expert is expected to devote 40 (forty) working days to complete this assignment. This assignment is expected to commence on February 3, 2020 and conclude by approx. March 27, 2020.

E. Duty station

The Expert is expected to work in Nur-Sultan, Kazakhstan. The Expert should also attend meetings and events with the relevant UNDP personnel, the MoJ and other stakeholders as advised by the Team Leader.

F. Competencies

Corporate competencies:

- demonstrate integrity by modelling the UN's values and ethical standards;
- promotes the vision, mission and strategic goals of UNDP;
- displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- treats all people fairly without favouritism;

- fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional competencies:

- excellent analytical and research skills;
- excellent drafting skills;
- ability to grasp the development context/ challenges in the country;
- strong interpersonal skills, communication and diplomatic skills;
- strong facilitation, presentation and public speaking skills;
- ability to work under pressure and tight deadlines.

G. Required Skills and Experience

- law degree, LL.M or Master's degree in law; PhD will be an advantage;
- at least 10 (ten) years of international work experience in the development of strategy and policy documents in the area of intellectual property protection in OECD countries and (or) OECD structures and (or) the EU;
- at least 3 (three) years of practical experience in intellectual property disputes resolution is preferable;
- experience in rendering similar consulting services indicated in these Terms of Reference;
- experience in cooperation with the World Intellectual Property Organization and/or other similar international organizations in the intellectual property area is preferable;
- experience of participation in reforms in the specified areas is preferable;
- knowledge of international regulatory and legal frameworks in the intellectual property (copyright and related rights) area;
- Fluency in English, knowledge of Kazakh and/or Russian is an asset.

H. Evaluation of Applicants

Individual contractor will be evaluated based on a Combined Scoring Method taking into consideration the combination of the applicant's qualifications and financial proposal.

The award of the contract should be made to the individual contractor whose offer has been evaluated and determined as:

- Responsive/ compliant/ acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation,
- Technical criteria weight (70%);
- Financial Criteria weight (30%).

I. Documents to be included when submitting the proposals

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- Detailed CV, indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate;
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

J. Financial proposal

The financial proposal shall specify a total lump sum amount consisting of professional fees and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the

comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

Approved by:

Head of Governance Unit

Signature

Date of signing

TERMS OF REFERENCE

Job position:	Expert in strategic development of the intellectual property area (national)
Type of Contract:	Individual Contract
Duty station:	Nur-Sultan, Kazakhstan
Duration of Initial Contract:	60 working days

A. Background

The United Nations Development Programme (UNDP) works in more than 170 countries and territories, helping to achieve the eradication of poverty, and the reduction of inequalities and exclusion. UNDP helps countries to develop policies, leadership skills, partnering abilities, institutional capabilities and builds resilience in order to sustain development skills.

UNDP supports Kazakhstan's aspiration to enter the ranks of 30 most competitive nations in the world by assisting in most critical reform areas, including inter alia in Justice Sector.

Kazakhstan undertakes consistent measures to decentralise and simplify the regulatory functions, including in the area of intellectual property (IP) rights. It aims to maintain a role of reliable international actor, for which major international instruments in the IP area have been signed, relevant legislation has been amended, but no strategy on how to further develop this area is formulated. Current challenges and further development of science and technology set the task to bring the intellectual property rights protection to the next level, and improve the proficiency level, knowledge and skills of specialists conducting examination of applications for titles of protection in accordance with international principles and standards.

Within the World Bank Kazakhstan Justice Sector Institutional Strengthening Project (Project), UNDP has been requested to render technical assistance in drafting Development Concept for Intellectual Property Area in the Republic of Kazakhstan (Development Concept) and Operational Roadmap for the Period from 2020 to 2025 (Roadmap), and improving intellectual property competencies.

Under the direct supervision of the Team Leader the Expert shall provide his/her knowledge and expertise in the IP area to contribute to the deliverables of a project team.

B. Scope of Work/ Functions

Under the supervision of the Team Leader, the Expert is requested to:

17. analyse the IP area in Kazakhstan, including legal framework, activity of IP actors, implementation and court practice, gaps, trends and challenges;
18. analyse current legislation on IP protection and its application practice;
19. in collaboration with international experts, elaborate and formulate main elements of the Development Concept;
20. Review analytical materials in the IP area submitted/ available;
21. Support international experts in analysing the level of fulfilment of international obligations under the international treaties in the IP area, including participation in relevant international organisations;
22. analyse the national planning system applicable for the strategic document drafting; advise international experts on national legal requirements related to drafting the Development Concept and the Roadmap;
23. support international experts in drafting the Development Concept and the Roadmap.
24. Participate in consultations on the Development Concept and the Roadmap with the state bodies and organisations (to be arranged by the Team Leader and/or UNDP), discussing the draft Development Concept and the Roadmap structure and content, providing expert opinions on issues discussed, responding to questions raised with relevant justifications in the requested format (written, oral), collecting comments and suggestions of the MoJ and/or other stakeholders, taking minutes of meetings/ finalising them.
25. Participate in not more than two events on discussion of the Development Concept and the Roadmap by supporting preparation of a presentation of the Development Concept and the

Roadmap and of analytical summary of comments and suggestions received from the MoJ and the stakeholders.

26. Assist in finalising the Development Concept and the Roadmap.
27. Assist in communicating with IP experts when discussing agendas and content of trainings organised within the Project.
28. Provide translation/ interpretation when requested.

C. Expected Outcomes and Deliverables

The Expert is expected to ultimately provide monthly reports that contain performance status of the above mentioned functions.

No.	Deliverables/ Outputs	Indicator	Deadline	Review and Approvals Required
1	First progress report	13) List of meetings participated; 14) Minutes of all meetings; 15) Analytical report on IP area in Kazakhstan; 16) Analytical report on current legislation on IP protection and its application practice; 17) Initial findings and comments on the reviewed materials; 18) Memo on legal requirements and draft template of the Development Concept and the Roadmap.	20 days from contract signing	Team Leader
2	Second progress report	7) List of meetings participated; 8) Minutes of all meetings; 9) Collection of comments and suggestions on draft Development Concept and draft Roadmap.	40 days from contract signing	Team Leader, Head of Governance Unit
3	Final report	7) Summary of support in finalising the Development Concept and the Roadmap. 8) Summary of assistance in organisation of trainings	60 days from contract signing	Team Leader, Head of Governance Unit

D. Duration of the assignment

The Expert is expected to devote 60 (sixty) working days to complete this assignment. This assignment is expected to commence on February 3, 2020 and conclude by approx. May 29, 2020.

E. Duty station

The Expert is expected to work in Nur-Sultan, Kazakhstan.

F. Competencies

Corporate competencies:

- demonstrate integrity by modelling the UN's values and ethical standards;
- promotes the vision, mission and strategic goals of UNDP;
- displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- treats all people fairly without favouritism;
- fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional competencies:

- excellent analytical and research skills;
- excellent drafting skills;
- ability to grasp the development context/ challenges in the country;
- strong interpersonal skills, communication and diplomatic skills;
- strong facilitation, presentation and public speaking skills;
- ability to work under pressure and tight deadlines.

G. Required Skills and Experience

- law degree, LL.M or Master's degree in law;
- at least 5 (five) years of professional work experience in rulemaking or in development of strategy and policy documents of the state planning system of the Republic of Kazakhstan;
- knowledge of national legislation on intellectual property;
- knowledge of international regulatory framework in intellectual property area is preferable;
- experience of participation in reforms in the specified area is preferable;
- fluency in Russian and English is mandatory, knowledge of Kazakh is preferable.

H. Evaluation of Applicants

Individual contractor will be evaluated based on a Combined Scoring Method taking into consideration the combination of the applicant's qualifications and financial proposal.

The award of the contract should be made to the individual contractor whose offer has been evaluated and determined as:

- Responsive/ compliant/ acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation,
- Technical criteria weight (70%);
- Financial Criteria weight (30%).

I. Documents to be included when submitting the proposals

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- Detailed CV, indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate;
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

J. Financial proposal

The financial proposal shall specify a total lump sum amount consisting of professional fees and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

Approved by:

Head of Governance Unit

Signature

Date of signing

TERMS OF REFERENCE

Job position:	Financial Analyst (national)
Type of Contract:	Individual Contract
Duty station:	Nur-Sultan, Kazakhstan
Duration of Initial Contract:	20 working days

A. Background

The United Nations Development Programme (UNDP) works in more than 170 countries and territories, helping to achieve the eradication of poverty, and the reduction of inequalities and exclusion. UNDP helps countries to develop policies, leadership skills, partnering abilities, institutional capabilities and builds resilience in order to sustain development skills.

UNDP supports Kazakhstan's aspiration to enter the ranks of 30 most competitive nations in the world by assisting in most critical reform areas, including inter alia in Justice Sector.

Kazakhstan undertakes consistent measures to decentralise and simplify the regulatory functions, including in the area of intellectual property (IP) rights. It aims to maintain a role of reliable international actor, for which major international instruments in the IP area have been signed, relevant legislation has been amended, but no strategy on how to further develop this area is formulated. Current challenges and further development of science and technology set the task to bring the intellectual property rights protection to the next level, and improve the proficiency level, knowledge and skills of specialists conducting examination of applications for titles of protection in accordance with international principles and standards.

Within the World Bank Kazakhstan Justice Sector Institutional Strengthening Project (Project), UNDP has been requested to render technical assistance in drafting Development Concept for Intellectual Property Area in the Republic of Kazakhstan (Development Concept) and Operational Roadmap for the Period from 2020 to 2025 (Roadmap), and improving intellectual property competencies.

Under the direct supervision of the Team Leader the Expert shall provide his/her knowledge and expertise in the IP area to contribute to the deliverables of a project team.

B. Scope of Work/ Functions

Under the supervision of the Team Leader, the Expert is requested to:

29. Review and analyse financial materials prepared in support to recent laws in the IP area;
30. advise other experts on their inputs necessary for financial calculations and cost analysis related to drafting the Development Concept and the Roadmap;
31. contribute to drafting the Development Concept and the Roadmap, in particular, by conducting financial calculations and cost analysis, assessment and forecasting of economic and financial effects related to drafting of the Development Concept and the Roadmap, calculation of resources (human, material, etc.) required to achieve the target indicators.
32. Participate in consultations on the Development Concept and the Roadmap with the state bodies and organisations (to be arranged by the Team Leader and/or UNDP), discussing the draft Development Concept and the Roadmap structure and content, providing expert opinions on issues discussed, responding to questions raised with relevant justifications in the requested format (written, oral), collecting comments and suggestions of the MoJ and/or other stakeholders in the area of expertise.
33. Participate in not more than two events on discussion of the Development Concept and the Roadmap by supporting preparation of a presentation of the Development Concept and the Roadmap and of analytical summary of comments and suggestions received from the MoJ and the stakeholders in the area of expertise.
34. Assist in finalising the Development Concept and the Roadmap.

C. Expected Outcomes and Deliverables

The Expert is expected to ultimately provide monthly reports that contain performance status of the above mentioned functions.

No.	Deliverables/ Outputs	Indicator	Deadline	Review and Approvals Required
1	First progress report	19) List of meetings participated; 20) Minutes of all one-to-one meetings (if any); 21) Memo on inputs necessary for financial calculations and cost analysis with draft templates of the appendices to the Development Concept and the Roadmap.	5 days from contract signing	Team Leader
2	Second progress report	10) List of meetings participated; 11) Minutes of all one-to-one meetings (if any); 12) Collection of comments and suggestions on draft Development Concept and draft Roadmap in the area of expertise.	10 days from contract signing	Team Leader, Head of Governance Unit
3	Final report	9) Summary of support in finalising the Development Concept and the Roadmap.	20 days from contract signing	Team Leader, Head of Governance Unit

D. Duration of the assignment

The Expert is expected to devote 20 (twenty) working days to complete this assignment. This assignment is expected to commence on February 3, 2020 and conclude by approx. May 29, 2020.

E. Duty station

The Expert is expected to work in Nur-Sultan, Kazakhstan.

F. Competencies

Corporate competencies:

- demonstrate integrity by modelling the UN's values and ethical standards;
- promotes the vision, mission and strategic goals of UNDP;
- displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- treats all people fairly without favouritism;
- fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional competencies:

- excellent analytical and research skills;
- ability to grasp the development context/ challenges in the country;
- strong interpersonal skills, communication skills;
- strong facilitation, presentation and public speaking skills;
- ability to work under pressure and tight deadlines.

G. Required Skills and Experience

- degree in finance or economics;
- at least 3 (three) years of professional work experience in conducting financial calculations and cost analysis, assessment and forecasting of economic and financial effects of draft laws;
- experience in preparing financial calculations and cost analysis, economic effects of draft laws in the IP area is an asset;

- experience in projects implemented in public sector;
- ability to explain complex economic effects and financial formulae in simple terms;
- competent user's skills of general and specialist information data bases;
- fluency in Russian, knowledge of specialist terminology in Kazakh.

H. Evaluation of Applicants

Individual contractor will be evaluated based on a Combined Scoring Method taking into consideration the combination of the applicant's qualifications and financial proposal.

The award of the contract should be made to the individual contractor whose offer has been evaluated and determined as:

- Responsive/ compliant/ acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation,
- Technical criteria weight (70%);
- Financial Criteria weight (30%).

I. Documents to be included when submitting the proposals

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- Detailed CV, indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate;
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

J. Financial proposal

The financial proposal shall specify a total lump sum amount consisting of professional fees and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

Approved by:

Head of Governance Unit

Signature

Date of signing