

Memorandum of Understanding
Between the Government of the Republic of Kazakhstan
and the United Nations Development Programme
On Cooperation in the New Stage of National Development

This Memorandum of Understanding between the Government of the Republic of Kazakhstan and the United Nations Development Programme on cooperation in the new stage of national development (hereinafter referred to as the “MOU”) is entered into by the Government of the Republic of Kazakhstan (hereinafter referred to as the “Government”) and the United Nations Development Programme (hereinafter referred to as “UNDP”), a subsidiary organ of the United Nations (hereinafter referred to as “UN”). The Government and UNDP are hereinafter jointly referred to as the “Parties”.

Whereas, UNDP serves in many respects as the operational arm of the UN at the country level and works with partners in numerous countries to promote sustainable development, poverty reduction, advancement of women, good governance and the rule of law.

Whereas, the Republic of Kazakhstan and the UNDP have been cooperating for fifteen years, based on the 4 October 1994 Standard Basic Assistance Agreement (SBAA) and have established a cooperation relationship and a strategic dialogue.

Whereas, both the Government and UNDP have adopted as founding principle the concept of national ownership, demand-driven activity, results-orientation and a strong spirit of partnership.

Whereas, the Ministry of Foreign Affairs (hereinafter referred to as the “MFA”) has been the main counterpart of UNDP for UNDP’s operations in Kazakhstan and the Ministry of Economy and Budget Planning (hereinafter referred to as the “MEBP”) coordinates the development of main directions for Government’s social and economic policies, including on aspects of international financial and economic cooperation of Kazakhstan.

Whereas, Kazakhstan is commemorating the tenth anniversary of the implementation of the Kazakhstan 2030 development strategy and has entered a new stage of national development, in which it is no longer a traditional grant recipient and its demand for cooperation has also changed in nature.

In order to consolidate the cooperation and enhance the partnership, the Parties have reached a mutual understanding on the following content.

Article 1

Organization of Cooperation and Coordination Mechanisms

1. The Government and UNDP will form a Strategic Advisory Council (hereinafter Council), chaired by MEBP. The Council includes representatives of MFA and UNDP. Representatives of other state bodies of the Republic of Kazakhstan can be invited to take part in the Council. The Council shall meet periodically minimum once a year to review the directions of UNDP cooperation with Kazakhstan, scrutinize all requests for cooperation with UNDP, agree the list of priority projects to be developed and implemented, and conduct annual *ex-post* review of the results.

2. After agreeing the list of project proposals, the MEBP, MFA and UNDP at the Council meeting reach a common agreement on the projects recommended for development and implementation. The MEBP will use the conclusions and recommendations of the Council in the process of formulation of the state budget for the respective period through use of procedures provided for by the legislation of the Republic of Kazakhstan.

3. The Parties agree that the programme of cooperation and the project initiatives to advance development objectives, implemented under this MOU, will use a results-based management approach based on international methodology and standards. This approach includes necessary monitoring and evaluation mechanisms, in order to ensure efficient utilization of programme resources as well as programme's accountability, transparency and integrity.

Article 2

Responsibilities of the Parties

1. MEBP:

Jointly with UNDP and in cooperation with other sectoral state bodies, is responsible for the overall coordination of implementation of joint projects.

Coordinates the identification of needs and requests for UNDP support in accordance with national development plans and the on-going UNDP country programme.

Identifies the areas for UNDP support through consultation with relevant ministries, local administrations and departments and other national entities (hereinafter referred to as “national partners”) and consolidates the list of project proposals for further discussion at the Council.

On behalf of the Government, in coordination with the MFA, ensures the governmental ownership of results and responsibility for activities implemented under this Memorandum, as provided for in Article III of the Standard Basic Assistance Agreement between the Government of the Republic of Kazakhstan and UNDP, dated 4 October 1994.

2. MFA:

Taking into account Kazakhstan’s international treaty obligations, as UNDP’s work often concerns such obligations as in the cases of Millennium Development Goals (MDGs), human rights and environment protection, MFA is responsible for facilitating and coordinating UNDP’s cooperation in such areas with national institutions that are outside the Government structure, such as the Administration of the President of the Republic of Kazakhstan, the Parliament of the Republic of Kazakhstan, the National Commission on Human Rights, the National Commission on Elections, the National Commission on Family and Gender Policy, and other state entities.

3. UNDP:

In cases when UNDP receives from national partners a request for cooperation or project proposal, shall inform MEBP and MFA and discuss with them the inclusion of these requests and proposals in the list of priority project proposals.

When project proposals are discussed and agreed, jointly with MEBP and MFA at the meeting of the Council decide on the list of priority project proposals that will be further developed and implemented.

In accordance with the agreements reached in the Council, UNDP provides support to implementation and quality assurance of approved projects.

Aims to mobilize resources from various existing sources.

Article 3 **Implementation mechanisms**

1. The Government recognizes that government cost-sharing is provided for in the Standard Basic Assistance Agreement between the Government of the Republic of Kazakhstan and the United Nations Development Programme, dated 4 October 1994 (Article V), agrees that this modality is part and parcel of the partnership in the

framework of this MOU and supports the application of such modality where warranted.

2. In order to implement specific activities in the areas of cooperation determined by this Memorandum, the Parties shall conclude separate cost-sharing agreements, which shall specify the rights and obligations of the Parties in implementation of joint programmes and projects, specify the costs or expenses relating to the activities and the sources of financing. As part of such cost-sharing agreements, UNDP will charge a General Management Service (GMS) fee on government cost-sharing resources, in accordance with UNDP/UNFPA Executive Board Decision 2007/18. The separate cost-sharing agreements, concluded under this MOU, shall include a provision incorporating by reference the MOU.

3. The financing of projects that have cost-sharing by the Government is made in accordance with the procedures established by the legislation of the Republic of Kazakhstan.

4. All activities in the framework of this MOU will be carried out on the basis of project documents agreed between UNDP and the concerned government bodies, and in accordance with the applicable UNDP regulations, rules and directives for programmes and projects.

5. Neither Party shall be an agent or representative of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

6. Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article 4 **Visibility**

The Parties recognize that the cooperation arrangements should be publicized and therefore agree to acknowledge the role and contribution of each Party in all public information documentation. The Parties use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each Party.

Article 5

Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the Party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:

26, Bukei khan Street
Astana city, 010000
Tel: (7-7172) 592550
Fax: (7-7172) 592540

For the Ministry of Economy and Budget Planning of the Republic of Kazakhstan:

Astana city, 010000
The Left bank, Orynbor Str., 8 House of Ministries building
Tel: (7-7172) 742809
Fax: (7-7172) 743148

For the Ministry of Foreign Affairs of the Republic of Kazakhstan:

Astana city, 010000
Kunaev str, #35
Tel: (7-7172) 720000
Fax: (7-7172) 720516

Article 6

Miscellaneous

This MOU and any related co-financing agreements and project documents comprise the complete understanding of the Parties in respect of the cooperation in the new stage of national development and supersede all prior similar agreements. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

Article 7**Entry into force, Term, Termination, Amendment**

1. This MOU comes into effect on the date of receipt by UNDP, through diplomatic channels, of written notification that internal state procedures, necessary for its entry into force, have been fulfilled by the Republic of Kazakhstan. The present Memorandum is concluded for a period up to 2014 and shall be extended by mutual agreement of the Parties.

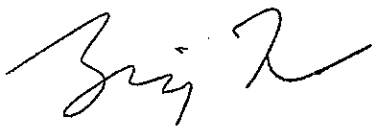
2. Any issues on the interpretation and use of the provisions of this MOU will be resolved by the Parties through friendly consultations and negotiations

3. Each of the Parties can initiate the termination of the MOU through written notification provided 30 days in advance.

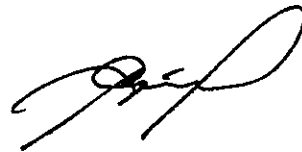
In the event of termination any cost-sharing or project cooperation agreements and any project documents concluded pursuant to this MOU shall remain into effect until the obligations under these agreements and project documents are fulfilled.

4. This MOU may be amended only by mutual written agreement of the Parties.

In witness whereof the undersigned, duly authorized representatives of the Government of Kazakhstan and of the United Nations Development Programme, respectively, have on behalf of the Parties signed the present Memorandum of Understanding between the Government of the Republic of Kazakhstan and the United Nations Development Programme on cooperation in the new stage of national development, in the Kazakh, Russian and English languages, in two copies in each language, all texts to be equally authentic, in the city of Astana, Republic of Kazakhstan on this 23 of November, in the year of two thousand and nine.



**On behalf of the United Nations
Development Program**



**On behalf of the Government of the
Republic of Kazakhstan**