

SERVICE LEVEL AGREEMENT

1. INTRODUCTION

This Service Level Agreement (SLA) is entered into between the

RSE “National Institute of Intellectual Property” of the Ministry of Justice of the Republic of Kazakhstan, Nur-Sultan city, 57A Mangilik Yel ave., Republic of Kazakhstan

and the

World Intellectual Property Organization (WIPO), 34 chemin des Colombettes, 1211 Geneva 20, Switzerland

hereinafter referred to collectively as “the Parties” and individually as “the Party”,

with regard to establishing and developing Technology and Innovation Support Centers (TISCs) in the Republic of Kazakhstan.

2. PURPOSE

This SLA defines the general cooperation framework between the Parties with respect to establishing and developing TISCs in the Republic of Kazakhstan.

3. PROJECT DOCUMENT

The Parties will establish, on a regular basis and when required, an indicative list of the projects and activities to be implemented under this SLA (“project document”). A project document includes:

- a summary of the background to the project;
- an indication of the objectives and expected outcomes, outputs, and inputs for the project;
- a schedule for the implementation of activities; and
- a schedule for reporting on progress.

At least one indicator is provided for each objective and expected outcome and for each expected output, as appropriate.

4. CONTRIBUTIONS AND IMPLEMENTATION

The implementation of the projects and activities listed in the project document(s) is subject to the availability of human and financial resources.

5. MONITORING AND EVALUATION

The RSE “National Institute of Intellectual Property” of the Ministry of Justice of the Republic of Kazakhstan will continuously monitor the development of TISCs in the Republic of Kazakhstan and communicate the results of its monitoring activities to WIPO in accordance with the schedule for reporting on progress included in the relevant project document(s).

6. CONTACT POINTS

The Parties will designate a contact point to facilitate communication on matters related to the implementation of this SLA and will keep each other informed of changes in the designed contact point.

The contact point for the RSE “National Institute of Intellectual Property” of the Ministry of Justice of the Republic of Kazakhstan is:

Development and International Cooperation Division
RSE “National Institute of Intellectual Property” of the Ministry of Justice of the Republic of Kazakhstan
Nur-Sultan city, 57A Mangilik Yel ave.
Republic of Kazakhstan
Tel.: +7 (7172) 62-15-12
Fax: [fax]
E-mail: international@kazpatent.kz

The contact point for RSE “National Institute of Intellectual Property” of the Ministry of Justice of the Republic of Kazakhstan will also act as the coordinator/focal point of the national TISC network.

The contact point for WIPO is:

Technology and Innovation Support Division
World Intellectual Property Organization
34, chemin des Colombettes, 1211 Geneva
Switzerland
Tel.: +41 22 338 70 74
Fax: +41 22 338 81 30
E-mail: tisc@wipo.int

7. DURATION, TERMINATION AND AMENDMENT

This SLA will remain in force for an initial term of two years, unless written notice is given by either Party to terminate the SLA earlier. Upon the expiration of the initial term, the SLA will be automatically renewed for successive one-year periods until one of the Parties decides to terminate the SLA. Particular consideration will be given to monitoring and evaluation results in this context.

Any Party may at any time terminate this SLA by giving the other Party written notice two months in advance. In such a case, unless otherwise agreed, obligations previously incurred will not be affected.

This SLA may be amended at any time by mutual consent of the Parties, expressed in writing.

8. ENTIRE AGREEMENT

This SLA supersedes all prior agreements, arrangements and understandings between the Parties concerning its subject matter.

9. DISPUTE SETTLEMENT

The Parties agree to use their best efforts to resolve any dispute that may arise under or in connection with this SLA amicably and through good faith negotiations.

10. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this SLA shall be deemed a waiver of any of the privileges and immunities enjoyed by WIPO as an international organization and specialized agency of the United Nations.

11. ENTRY INTO FORCE

The current SLA enters into force on signing by both parties.

IN WITNESS WHEREOF, this SLA has been signed in two original copies, each in English and Russian. In case of discrepancies or differences of interpretation between the English and Russian linguistic versions, the English version shall prevail.

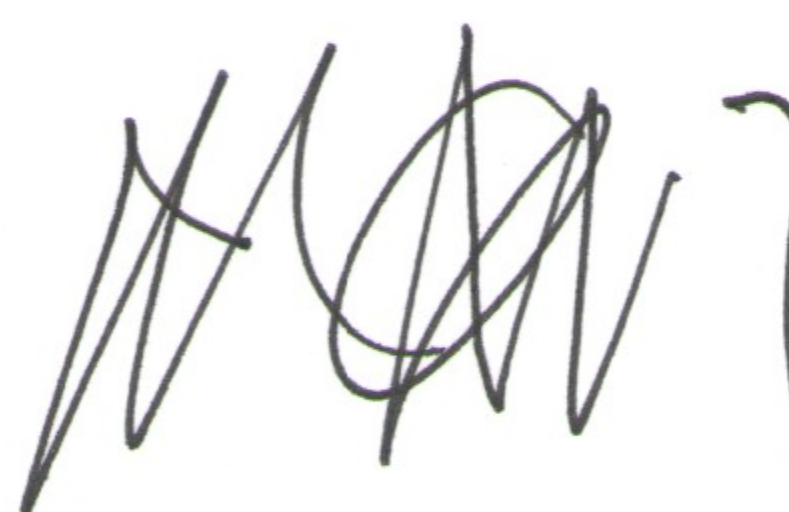
For the RSE "National Institute of Intellectual Property" of the Ministry of Justice of the Republic of Kazakhstan



Mr. Yerbol Ospanov
Director

On

For the World Intellectual Property Organization (WIPO)



Mr. Marco Alemán
Assistant Director General

On