



## **Preliminary Assessment of the National Contact Point of the Republic of Kazakhstan**

1. The Organization for Economic Cooperation and Development Guidelines for Multinational Enterprises (hereinafter - the Guidelines) are a set of recommendations on responsible business conduct that governments have addressed to multinational enterprises operating in or from the states that comply with them.

The Guidelines are part of the 1976 Declaration on International Investment and Multinational Enterprises of the Organization for Economic Cooperation and Development (hereafter - OECD), a political commitment by acceding states to ensure an open and transparent environment for international investment and to encourage the positive contribution of multinational enterprises to economic and social progress.

The Government of the Republic of Kazakhstan (hereinafter - the RoK) has established a National Contact Point (hereinafter - the NCP) whose activities are aimed at promoting the OECD Guidelines and addressing specific cases concerning the activities of multinational enterprises based or operating in the RoK.

2. On June 10, 2021, the Kazakhstan NCP received an appeal from a citizen of the Republic of Kazakhstan, L.T. Abdibayeva (hereinafter - the author of the appeal) in relation to PreventAge International Institute for Integral Preventive and Anti-Aging Medicine (hereinafter - the company).

3. The subject of appeal is a violation of the terms for provision of educational services by PreventAge. The author of the appeal indicated that the company does not comply with the provisions of the OECD Guidelines in the area of human rights (Chapter IV) and consumer interests (Chapter VII).

4. In conducting the initial assessment as to whether the matter raised needs further investigation, the NCP carried out the following activities to establish the facts of the case:

- identification of a multinational enterprise;
- clarifying requests to the parties for additional information on the case.

After the parties provided the necessary information, the NCP evaluated the case according to the following criteria:

*1) The identity of the affected party and the multinational enterprise .*

The author of the appeal, L.T. Abdibayeva, is a capable citizen of the Republic of Kazakhstan working in AiDa Medicus LLP.

PreventAge Company is a multinational enterprise, since it is registered in the Russian Federation and has a branch in the Republic of Kazakhstan. The company carries out joint business activities with the Kazakh company Longevity Prof LLP under the cooperation agreement. Thus, the company complies with criteria a), b), c), and d) of paragraph 4 of Chapter "Concepts and Principles" of the Guidelines.

*2) The existence of a link between the activities of the multinational enterprise and the appeal.*

In 2019, PreventAge and Longevity Prof LLP signed an agreement on cooperation, within the framework of which activities are carried out to implement additional general education and professional programs.

In turn, Longevity Prof LLP and AiDa Medicus LLP (hereinafter - the Customer) signed a contract for the provision of educational services in 2021, the subject of which is improving the qualifications of employees of AiDa Medicus LLP by taking a basic online certification course.

Thus, there is no direct connection between the author of the appeal and the multinational enterprise.

### *3) Materiality and validity of the appeal.*

The author of the appeal claims that the company provided substandard educational services, thereby violating Chapters IV (Human rights) and VII (Consumer interests) of the OECD Guidelines.

Based on the situation described by the author, it is not evident that there are violations of the above sections of the Guidelines. In the context of the appeal, it is obvious that we are talking about educational services, and in this regard, the applicable human right is the right to education.

At the same time, according to the information provided by the company, it was revealed that the author of the appeal was one of the Customer's employees, who took a training course.

It was also confirmed that there were technical faults in the training courses (the first half of the course was provided with interruptions in the broadcast). In order to remedy this situation, the company sent all trainees a full package of videos upon completion of the first phase of the course.

The author has repeatedly sent complaints and pretensions about the quality of the Internet connection during training, as well as there were facts of business insubordination.

The company suspended the author from the course due to a failure to adhere to business communication ethics and in order to maintain an effective educational process.

Additionally, the company made a proposal to the customer to replace the author's candidacy with another employee.

Subsequently, the customer replaced the author with another employee; Moreover, no refusal was received from the customer to continue taking courses from other trainees.

Based on the information and materials provided, the application of the OECD Guidelines to the actions of business enterprises jointly operating in the performance of a contract between them does not fall within the jurisdiction of the NCP, nor does any of the circumstances indicate a violation of the right to education or human rights.

### *4) Consideration of such appeals in other domestic or international procedures.*

Consideration of similar cases in other domestic or international judicial procedures has not been found.

*5) Applicability of other legal procedures (including court proceedings) in the situation described by the author of the appeal.*

No remedy is required in this case because the author suffered no direct harm.

So, in accordance with Article 349 of the Civil Code of the Republic of Kazakhstan, a breach of an obligation means its default or performance improperly (untimely, with deficiencies of goods and works, in violation of other conditions defined by the content of the obligation). Bringing the obligor to responsibility for breach of obligation is done at the request of the claimholder.

Within the framework of the concluded contract of educational services between the customer and the company, 3 (three) employees were trained in full, in accordance with the contract. Thus, the contract was executed properly and in full.

In this regard, there is no need to apply legal remedies.

*6) Whether the NCP's involvement in reviewing the appeal promotes the implementation of new best practices in responsible business conduct.*

Due to the fact that the Guidelines are standards of best practice, NCP believes that the review of the appeal does not serve the purpose and effectiveness of the Guidelines, nor does it promote new best practices in responsible business conduct.

5. On the basis of documents submitted by the author of appeal and the enterprise, the NCP has resolved that this case is not the subject of further investigation or any further procedure. And given the absence of direct harm, the case is to be settled privately between the employer and the employee.