

A standard contract for the nonrepayable provision of services

Nur-Sultan city " _____ " _____ 20 ____

NCJSC "Astana Medical University" represented by the Chairman of the Board – Rector _____, acting on the basis of the Charter, hereinafter referred to as the "University" or "Customer" on the one hand, and _____, in person _____, acting on the basis of _____, hereinafter referred to as the "Executor", on the other hand, collectively referred to as the "Parties", and separately as the "Party", have signed this Contract for nonrepayable provision of Services (hereinafter referred to as the Contract) on the following:

1. Subject of the Contract

1.1. The Executor undertakes to provide services to the Customer free of charge to ensure the recruitment of _____ foreign citizens (hereinafter referred to as foreign students/citizens/applicants) from _____ to complete their studies at the University, with the organization of their arrival, visa support, accommodation, meals, medical care, preparation for attestation in the country(s) indicated above, as well as their further employment in accordance with the terms of this Contract.

At the same time, the Executor, within the framework of the obligations under this Contract, bears full and personal responsibility for each student.

1.2. The Executor provides the services personally.

1.3. The number of recruited foreign students must be fixed by the act of acceptance and transfer of personal files of foreign students, according to Appendix No. 1 to the Contract.

1.4. This Contract does not entail any financial obligations for the Customer.

1.5. The provision of nonrepayable services under this Contract is fixed by an act in accordance with Appedix No. 2 to the Contract which is an integral part of this Contract.

2. Obligations of the parties

2.1. The Executor is obliged to:

2.1.1. ensure the involvement of foreign citizens for their studies at the university at their own expense;

2.1.2. carry out career guidance work in the country(s) specified in paragraph 1.1. of this Contract in order to attract foreign citizens to study at the University;

2.1.3. provide the University with written information on the number of foreign citizens involved at least one month before the start of the academic year;

2.1.4. carry out the appropriate registration of documents required for the enrollment of foreign citizens to study at the University according to the list provided by the University;

2.1.5. ensure the conclusion the individual contracts for the provision of paid educational services between a foreign citizen and the University within ten working days from the date of enrollment of foreign citizens to the University;

2.1.6. carry out explanatory work with foreign citizens about the rules of entry and stay in the Republic of Kazakhstan, as well as the rules of admission and study at the University;

2.1.7. arrange the appropriate registration and payment of a study visa for foreign citizens in accordance with the legislation of the Republic of Kazakhstan;

2.1.8. provide an organized arrival (flight) of foreign applicants to the city of Nur-Sultan with a full package of documents required for their admission to the University, no later than ten working days before the start of the new academic year to study at the appropriate year;

2.1.9. ensure the annual passage of systematic medical preventive examinations by foreign students in special institutions for health control, fluorography, including all foreign applicants/students newly entering the Republic of Kazakhstan with certificates of medical examination for particularly dangerous infections in accordance with the requirements of the legislation of the Republic of Kazakhstan, registration of medical insurance, medical care for each foreign student with the provision of a medical certificate of the established sample to the University. In the case of online training by the Customer, the is obliged to ensure the transfer of the above documents in electronic form within the prescribed time;

2.1.10. provide maximum conditions for the educational, moral, cultural and intellectual development of each individual student;

2.1.11. provide the final lists of foreign applicants to the University on paper/electronic media with the necessary documents no later than one month before the start of the new academic year ;

2.1.12. provide visa support for foreign citizens in accordance with the migration legislation of the Republic of Kazakhstan;

2.1.13. obliged to compensate the Customer for losses caused by violation of the terms of this Contract, as well as in case of violation by the Executor and / or a foreign citizen the legislation of the Republic of Kazakhstan;

- 2.1.14. in case of termination of studies by foreign students, the Executor is obliged to control the student's application for issuing an exit visa from the territory of the Republic of Kazakhstan no later than 3 working days from the date of the University's order on expulsion;
- 2.1.15. provide foreign citizens with housing in the city of Nur-Sultan that meets all sanitary and other standards of the Republic of Kazakhstan;
- 2.1.16. at the request of the University to organize the arrival of foreign teachers to participate in the educational process;
- 2.1.17. at own expense, if necessary, provide foreign educational and scientific literature in foreign languages at the request of the University;
- 2.1.18. if necessary, assist in the conducting accreditation procedure - recognition of the University quality or educational program in accordance with established standards at own expense;
- 2.1.19. provide employment of foreign citizens after completing a full course of study with the provision of reporting information to the University in 1 year from the date of graduation;
- 2.1.20. within ten working days from the date of conclusion of the Contract, to deposit the amount of the Contract enforcement (deposit) in the amount of ten percent of the total annual cost of training of recruited foreign citizens in the form of a guaranteed monetary contribution to the Customer's bank account no. KZ066010111000096257 to JSC "Halyk Bank of Kazakhstan", BIC HSBKKZKX with the provision of the original of the supporting document.
- 2.1.21. if the amount of security for the performance of the Contract is insufficient to the amount specified in paragraph 2.1.20. of this Contract, to make up the missing amount within ten working days.
- 2.1.22. provide to the Customer by September 1 of the current year, an act of services rendered in the form according to Appendix No. 2 and an act of acceptance and transfer of personal files of foreign students.
- 2.2. The Customer is obliged to:
- 2.2.1. provide the Executor with complete and reliable information about the goals and activities of the Customer, the terms and cost of training, admission rules for foreign citizens;
- 2.2.2. provide the Executor with advertising and informational materials;
- 2.2.3. issue and send invitations for obtaining study visas to foreign citizens;
- 2.2.4. enroll foreign citizens recruited by the Executor to study at the University, provided that the documents comply with the rules for admission of foreign students and payment of tuition fees.

3. Liability of the Parties and other conditions

3.1. The liability measures of the Parties not provided for in this Contract are applied in accordance with the norms of civil legislation in force on the territory of the Republic of Kazakhstan.

3.2. Payment and mutual obligations between a foreign citizen and the University are established at the conclusion of an individual contract for the provision of paid educational services.

3.3. The Executor receives personal invitations of the foreign citizens from the University for studying. The Executor is responsible for the correct formation of the package of documents required for admission by foreign citizens.

3.4. The Executor is responsible for late payment of the tuition by foreign students, late payment for tuition entails the expulsion of the student.

3.5. The Executor guarantees the authenticity of all documents provided by foreign citizens.

3.6. If the Executor properly fulfills its obligations under this Contract, the security for the execution of the Contract (deposit) is returned to the Executor. In other cases, the security for the execution of the Contract is not returned to the Executor.

4. Dispute resolution procedure

4.1. Disputes and disagreements that may arise during the execution of this Agreement will, if possible, be resolved through negotiations between the Parties.

4.2. If it is impossible to resolve disputes through negotiations, the Parties, after implementing the procedure for pre-trial settlement of disagreements provided for by law, submit them for judicial review at the Customer's location.

5. Procedure for termination, modification and dissolution

5.1. Any amendments and additions to this Contract are valid only if they are made in writing and signed by authorized representatives of the Parties. The annexes to this Contract form an integral part of it.

It is not allowed to make changes and additions to the signed Contract, in the direction of deterioration of the quality conditions and other conditions that were the basis for the choice of the Executor;

5.2. Each of the Parties has the right to early termination of the Contract with prior written notification of the opposite Party at least 10 (ten) calendar days, after which the Contract is considered terminated.

5.3. Unilateral refusal from the Contract is allowed at the initiative of the Customer in cases of violation by the Executor of any terms of this Contract, including, but not limited to: the continuation of more than 1 month of force majeure circumstances preventing the execution of the Contract; in case of refusal of the Executor to

conclude an agreement to amend the terms of this Contract; in case of violation of internal regulatory documents of the Customer. At the same time, the Customer has no obligations to the Executor to compensate for losses that may arise in connection with the unilateral refusal from the Contract. The Customer notifies the Contractor of the unilateral refusal from the Contract 10 (ten) calendar days before the date of its termination.

5.4. This Contract may be terminated prematurely on the grounds provided by the Contract or the current legislation of the Republic of Kazakhstan.

5.5. Neither Party has the right to transfer its rights and obligations under the Contract to third parties without the written consent of the other Party.

5.6. The Executor hereby guarantees that he will not, directly or indirectly, and that he is not aware that other persons will, directly or indirectly, make any payments, present gifts or transfer other valuables to his clients, government officials or agents, managers or employees of the Customer or any other party in ways contrary to the applicable legislation of the Republic of Kazakhstan, and the Executor also guarantees compliance with all relevant laws, regulations, orders and rules regarding combating bribery and corruption.

5.7. Violation by the Executor of any obligation specified in clause 5.6. of the Contract may be considered by the Customer as a material violation of the terms of this Contract, granting the Customer the right to immediately terminate this Contract unilaterally out of court without prejudice to any other rights or remedies of the Customer under this Contract or applicable law. In case of violation by the Executor of p.5.6. The Executor undertakes to protect the Customer from any claims and reimburse the Customer for all losses that the Customer may incur in connection with any liability, damage, costs or expenses incurred as a result of or in connection with the violation of any of the above obligations and the termination of this Contract.

5.8. The Executor hereby declares and confirms that he is familiar with the internal regulatory documents of the Customer concerning the fight against bribery and corruption. In case of violation of internal documents related to combating bribery and corruption, the Executor undertakes to send a written notification about this to the Customer.

6. Final provisions

6.1. This Contract is valid until the parties fully fulfill their obligations.

6.3. This Contract is made in 2 (two) copies, in Russian and English. Both copies are identical and have the same legal force. Each of the Parties has 1 (one) copy of the Contract. In case of discrepancies or any discrepancies in the semantic content of the terms of this Contract, the text of this Contract in Russian shall prevail.

7. Addresses and bank details and signatures of the Parties

Customer:**NPJSC "Astana Medical University"**010000, Nursultan, 49A Beibitshilik
str.

BIN 080940008218

Kbe 16, PPC 861

IIC KZ066010111000096257(KZT)

IIC KZ986010111000160561(USD)

in JSC «Halyk Bank of Kazakhstan»

BIC HSBKKZKX

Executor:**Chairman of the Board – Rector**

The act of acceptance and transfer of personal files of foreign students.

I, _____, I transfer the personal files of citizens
_____, enrolled in the 1st (first) year of the faculty
" _____ " NCJSC "Astana Medical University" (hereinafter –
NCJSC AMU) for 20__ -20__ academic year, in the amount of _____ (in words)
pieces to the admission committee of NCJSC AMU represented by the deputy
executive secretary:

1. _____
2. _____

Nur-Sultan city

" _____ " _____ 20__ year

№	Student's full name	Note

Passed _____

Accepted _____

Appendix No. 2

to the Contract of nonrepayable provision of services
№ _____ from _____ 20____

Act on the provision of services

Executor:

Customer: NCJSC "Medical University of Astana"

Base: Contract on nonrepayable provision of services № _____ from
_____ 20____

№	Name of the services provided	Terms of service provision		Number of students
		beginning	ending	
1	Ensuring the recruitment of foreign citizens for their studies at the NCJSC "Astana Medical University"			
	Total:			

The above services are performed in full and on time. The customer has no claims on the volume, quality and timing of the provision of services.

Customer:

Executor:
