

AGREEMENT

on the provision of educational service for civil and municipal employees of Kyrgyz Republic

Bishkek

07-24/12

09.08.2019

The Academy of Public Administration under the President of the Kyrgyz Republic, as part of the implementation of the State Order for the training of civil servants and municipal servants, as well as political public and municipal office holders of the Kyrgyz Republic (hereinafter - state and municipal servants) for 2019, according to the order of the Government Kyrgyz Republic dated June 24, 2019 No. 229-r, represented by rector Akmatallyev Almazbek, acting on the basis of the Charter, hereinafter referred to as the "Customer" on the one hand, and Issykkul State University named after K. Tynystanov represented by the rector Abdyldaev Kurmanbek, acting on the basis of the Charter, hereinafter referred to as the "Contractor", on the other hand, collectively referred to as the "Parties", have entered into this Agreement as follows:

1. The Subject of the Agreement

1.1. The subject of this Agreement is the provision of training services for state civil servants and municipal employees for 2019 in the amount of 495,020 (four hundred ninety-five thousand twenty) soms.

1.2. Amount and number of services for state and municipal employees for 2019 is determined by order of the Government of the Kyrgyz Republic dated June 24, 2019 No. 229-r, which is an integral part of this Agreement.

2. Documents of this Agreement

2.1. An integral addition to this Agreement are the following Annex Forms:

- 1) Report on holding training courses (Annex No. 1);
- 2) The list of participants of the training course and the results of the assessment of skills and knowledge acquired during the course (Annex No. 2);
- 3) Questionnaire for interviewing participants of a training course (Annex No. 3);
- 4) List of registration (Annex No. 4);
- 5) Report on expenses incurred (Annex No. 5);
- 6) Certificate of provided services (Annex No. 6);
- 7) Certificate of provided services (Annex No.7);
- 8) Certificate of training for civil and municipal employees (Annex No. 8);
- 9) Summary report (Annex No. 9);
- 10) Act on a failed training course (Annex No. 10).

2.2. All documents in the annex forming part of this Agreement (as well as all parts of documents) are integral parts of this Agreement, as well as interconnected, complementary and mutually explanatory.

3. Language of this Agreement

3.1. This Agreement is made in Russian, which is the working language on all issues of this agreement, and is also decisive in its interpretation.

4. Location of services

4.1. Services will be provided in the settlements of the Kyrgyz Republic specified in the Annex to the order of the Government of the Kyrgyz Republic dated June 24, 2019 No. 229-r or in another place, which will be previously agreed in writing between the Parties and approved by the Customer.

5. Taxes and fees

5.1. The Contractor is fully responsible for all taxes, duties and other obligatory payments that are levied in accordance with the legislation of the Kyrgyz Republic and they are considered to be included in the cost of this Agreement.

6. Entry into force of this Agreement

6.1. This Agreement is made in 3 original copies one at a time a copy for each Party and one copy for a government body, authorized to carry out state registration of such contracts.

6.2. This agreement is transferred to the state body not later than 3 (three) business days from the date of its signing authorized to carry out state registration of the agreement.

6.3. This agreement shall enter into force on the day of its signing.

7. Start of Services

7.1. The provision of Services under this Agreement begins in accordance with the approved schedule of the state training order state and municipal employees.

7.2. Contractor no later than 3 (three) business days from the date of entry into force of this agreement is developed and submitted for approval to the State personnel service of the Kyrgyz Republic training order for state and municipal employees. After agreement for approval by the Customer.

If the Customer does not approve within three days, or does not return for revision the submitted schedule, the contractor has the right to start providing services according to the developed schedule.

7.3. The Contractor applies to the State Personnel Service of the Kyrgyz Republic to form groups for each training course and ensure attendance of students to the place of training in accordance with the approved schedule.

7.4. The training course begins if the attendance of students is at least 30 (thirty)% of the planned number of students. If the attendance of the students is less than 30 (thirty)%, an Act on a failed training course is drawn up between representatives of the State Personnel Service of the Kyrgyz Republic, the Customer and the Contractor (according to the application form No. 10), which is attached to the report. In this case, the Contractor's expenses (travel expenses, patent and contributions to the social fund) shall be compensated by the Customer.

8. Planned completion date for the provision of the Services

8.1. Services must be provided within the time specified in the schedule approved by the Customer and agreed by the Contractor.

8.2. The provision of services is planned to be completed by the dates provided for in the schedule, but not later than December 1, 2019.

9. Grounds for amending and terminating this Agreement

9.1. Changing the terms of this Agreement is allowed with a written agreement between the Parties.

9.2. The basis for changing the terms of this Agreement is expediency and effectiveness of the provision of services.

9.3. The customer has the right to terminate this Agreement by providing written notification to the Contractor indicating the reasons for termination at least for 30 (thirty) calendar days in the event of the occurrence of one of the following

events:

a) in the event that the Contractor has violated without written approval from the Customer service delivery schedule;

b) if the Contractor's activities are terminated in the established the legislation of the Kyrgyz Republic;

c) in the event of force majeure circumstances and impossibility for Contractor to continue to fulfill the terms of this Agreement in two weeks period after the occurrence of force majeure.

9.4. The Contractor has the right to terminate this Agreement by providing

written notice to the Customer stating the reasons for termination at least 20

(twenty) calendar days, in cases provided for in subparagraphs "b" and "BV of paragraph

9.3 of this Agreement. u

10. Force Majeure

10.1. The Parties are not liable for the termination of this Agreement in force failure to fulfill its conditions if the delay in the implementation of this Agreement is the result of force majeure.

10.2. For the purposes of this paragraph, "force majeure" means an event not subject to control by the Contractor, not related to a miscalculation or negligence of the Contractor and having an unforeseen character. Such events may include, but are not limited to actions such as: war or revolution, natural or natural disasters, epidemic and quarantine, actions of law enforcement agencies.

10.3. In the event of force majeure circumstances, the Contractor must immediately send the Customer a written notice of such circumstances and their reasons.

11. Payments under this Agreement

11.1 Payments are made by the Customer in the manner and cases that do not contradict the current legislation of the Kyrgyz Republic, and provided for in this section of this Agreement.

11.2. Payment to the Contractor is made as far as financing from the budget from the date of receipt by the Customer of financial statements for the services provided.

The list of documents making up the financial statements is indicated in clause 13.5. actual agreement. If financial statements are submitted without supporting documents specified in subparagraph 3 of paragraph 13.5., The Customer is not responsible for the timely payment of the services provided.

11.3. The total payment in favor of the Contractor must correspond to the amount documented costs incurred and should not exceed

The cost of this Agreement.

11.4. The Contractor opens a special bank account to provide data to the Customer for payment in non-cash form within the framework of this contract.

11.5. The parties agreed in order to compensate expenses of Contractor after financing opening, Customer upon written request of the Contractor pays him an advance amount in the payment agreed by the Parties. Amount of advance payments will be taken into account in the final settlement of this Agreement.

11.6. In the event of force majeure circumstances and the lack of opportunities for further work, the Contractor has the right to receive payments for actually performed services, as well as to receive reimbursement of additional costs.

11.7. In case of non-payment, or delay in payment of the services rendered for more than 20 (twenty) calendar days from the date the obligation arose, the Contractor has the right to suspend the provision of services until the debt is fully paid by the Customer.

11.8. In case of termination of this Agreement, the Customer makes payments to Contractor for the actually performed services rendered by him until the date of termination if Contractor provides a report on the actual services performed, according to the list of documents specified in clause 13.5. actual agreement.

12. Obligations of the Contractor

12.1. The Contractor is obliged to provide Services in accordance with the approved by the customer schedule, developed according to the volume and list of services defined by order of the Government of the Kyrgyz Republic of June 24,2019 No. 229-p.

12.2. The Contractor is obliged to provide the Services with high quality, efficiently and economically, obliged to use appropriate advanced technologies and training methods.

12.3. The contractor is obliged to attract qualified teachers with experience in the state and municipal services in similar areas.

12.4. The contractor is obliged to provide the listeners with the necessary amount of handouts (both in Kyrgyz and Russian).

12.5 Contractor is required to conduct training in accordance with the training module in case of the provision of this training module by the Customer.

12.6. The Contractor is obliged to coordinate with the Customer the candidates for the teachers before their approval (with the provision of a resume, the curriculum of the corresponding course, copies of work books, scientific publications and works, a list of taught disciplines, with the possibility of teaching in the Kyrgyz language).

12.7. The contractor is obliged to conduct advanced and further training courses in the ratio of 50% practical and 50% theoretical lessons. At the same time, the Contractor will make efforts to organize field classes (with visits to state and municipal bodies, etc.)

12.8. When organizing training, the contractor is obliged to control the use of the latest changes in the regulatory legal acts of the Kyrgyz Republic in the relevant field of the course by teachers.

12.9. The Contractor is obliged, not to attract teachers with negative reviews based on the results of a survey of students.

12.10. To determine the progress of trainees, the Contractor provides an opportunity to the State Personnel Service of the Kyrgyz Republic representatives and the Customer conduct testing of listeners at the beginning and after completing each course of study.

12.11. The Contractor is obliged to inform the Customer on issues related to the execution of this Agreement on a monthly basis.

12.12. The Contractor, during the term of the execution of this Agreement, may not directly or indirectly engage in any entrepreneurial activity or professional activity in the Kyrgyz Republic that contradicts the activities entrusted to him for the execution of the order under this Agreement.

12.13. The Contractor does not have the right, during the term of this Agreement, to disclose any confidential information regarding the services provided without the prior written consent of the Customer.

13. Reporting under this Agreement

13.1. The current report for each training course provided to the Customer by the Contractor no later than 30 (thirty) calendar days after completion of the training course.

13.2. A report for each training course consists of the following documents:

- 1) Report on the training course (Annex form No. 1) in hard copy;
- 2) The list of students of the training course and the results of the assessment of skills and knowledge acquired during the course (Annex form No. 2) are the in hard copy and in electronic form;
- 3) Questionnaire for interviewing a student of a training course (Annex-form No. 3) in hard copy;
- 4) Cover sheet (Annex form No. 4) in hard copy;
- 5) Certificate of provided services (Annex form No. 6) in hard copy;
- 6) The work program of the training course in the form approved by the Contractor (in hard copy).

13.3. Certificates of training for state and municipal employees

(Annex form No. 8) are made by the Contractor and provided to the Customer in no later than 1 month from the date of completion of training.

13.4. The financial statements for the provided services are provided by the Contractor to the Customer at the end of all planned courses, or by agreement with the Customer at the end of a certain number of courses.

13.5. The financial statements for the provided services are formed by the Contractor and consists of the following documents:

- 1) Report on expenses incurred (Annex No. 5) in hard copy;
- 2) Certificate of services rendered (Annex No. 7) in hard copy;
- 3) Copies of financial documents confirming the costs of manufacturing certificates and stationery carried by the Contractor as part of the execution actual agreement.

13.6. The final report for all training courses is provided to the Customer by Contractor no later than December 10, 2019.

13.7. Upon completion of all training courses according to the schedule, the Contractor in the one-month period provides the Customer with a Consolidated Report (Annex Form 9) in hard copy and electronic form.

14. Obligations of the Customer

14.1. The customer is obliged to fulfill all financial obligations associated with the implementation of this Agreement and contained in the relevant paragraphs of this Agreement

15. Inspection of the provided services and elimination of violations

15.1. The customer reserves the right to inspect the Contractor in terms of the procedure, the term for the provision of services, the availability and condition of handouts, premises used to provide services.

15.2. The customer has the right to evaluate the services provided by the Contractor.

15.3. The contractor must make every effort to ensure the requirements Customer sent to the Contractor in writing to improve the quality services provided.

16. Settlement of disputes

16.1. If any dispute or disagreement arises between the Customer and the Contractor under this Agreement or in connection with it, the parties shall make every effort to resolve the dispute through negotiations.

16.2. If the parties were unable to resolve the dispute or disagreement through negotiations, then either party has the right to send the other party a notice of intent to initiate legal proceedings in accordance with the legislation of the Kyrgyz Republic.

17. Signature of this Agreement

17.1. The text of this agreement and its essence is clear to the parties. The parties agreed on the good faith performance of their obligations and that each of the parties will act in order to fulfill the subject of the Agreement.

17.2. In support of the foregoing, the parties entered into this Agreement in accordance with the legislation of the Kyrgyz Republic on the day and year specified in beginning of this document.

18. Signatures of the Parties

On behalf of and for the Customer:
Academy of Public Administration under the
President of the Kyrgyz Republic
Kyrgyzstan
Bishkek, st. Panfilova, 237
TIN: 01704199210085
Central Treasury Bank
IFCD
BIC 440001 r / s 4402011103023124
May Day ROCK
I / s 4402011103023124
payment code 14232100
A.Akmataliev

On behalf of and for the Contractor:
Issyk-Kul State University named after K.
Tynystanov
Kyrgyzstan
Karakol, st. Abdrakhmanova, 103
TIN: 01901199510196
OKPO: 20038938
I / s 4404071103002211
BIC 440001 Central
Treasury Department Ministry of Finance of the
Kyrgyz Republic
K.Abdyldaev