



On approval of a Standard Partnership Agreement

Unofficial translation

Order of the Minister of Digital Development, Innovations and Aerospace Industry of the Republic of Kazakhstan dated April 10, 2024 № 219/HK. Registered with the Ministry of Justice of the Republic of Kazakhstan dated April 11, 2024 № 34248

Unofficial translation

In accordance with paragraph 3 of Article 11-2 of the Law of the Republic of Kazakhstan "On State Services" **I HEREBY ORDER:**

1. To approve the attached Standard Partnership Agreement.
2. The State Services Committee of the Ministry of Digital Development, Innovation and Aerospace Industry of the Republic of Kazakhstan in accordance with the procedure established by the legislation shall ensure:
 - 1) state registration of this order with the Ministry of Justice of the Republic of Kazakhstan;
 - 2) placement of this order on the Internet resource of the Ministry of Digital Development, Innovation and Aerospace Industry of the Republic of Kazakhstan;
 - 3) within ten working days after the state registration of this order in the Ministry of Justice of the Republic of Kazakhstan, submission of information about implementation of measures set forth by subparagraphs 1) and 2) of this paragraph to the Legal Department of the Ministry of Digital Development, Innovation and Aerospace Industry of the Republic of Kazakhstan.
3. Control over execution of this order shall be assigned to the supervising Vice Minister of Digital Development, Innovation and Aerospace Industry of the Republic of Kazakhstan.
4. This order shall come into force upon expiry of ten calendar days after the date of its first official publication.

*Minister of Digital Development, Innovations
and Aerospace Industry of the Republic of Kazakhstan*

B. Mussin

Approved by the order
of the Minister of Digital Development,
Innovation and Aerospace Industry
of the Republic of Kazakhstan
dated April 10, 2024
No. 219/HK

Standard Partnership Agreement

Non-Profit Joint-Stock Company "State Corporation "Government for Citizens"
(hereinafter referred to as the State Corporation)

on the one hand and

(name of the partnership organization) (hereinafter referred to as the partnership organization),

hereinafter jointly referred to as the Parties , in accordance with paragraph 3 of Article 11-2

of the Law of the Republic of Kazakhstan "On State Services" (hereinafter referred to as the Law),

have made this Agreement on provision of services for acceptance of application for provision of state services and issuance of their results to the service recipient (hereinafter referred to as the Agreement).

Chapter 1. Subject Matter of the Agreement

1. The subject matter of this Agreement shall be relations between the Parties, which arise when the partner organization is given the authority to accept applications for the provision of state services and issue their results to the service recipient.

2. This Agreement shall use the terms and concepts set forth in the Law, Rules for the activity of the State Corporation "Government for Citizens", approved by the Order of the Minister for Investments and Development of the Republic of Kazakhstan dated January 22, 2016 No. 52 (registered in the Register of State Registration of Regulatory Legal Acts under No. 13248).

3. Partnership organizations shall cooperate with the State Corporation in the form of the following three types of cooperation:

1) "Agent of the State Corporation "Government for Citizens" - an individual entrepreneur who has concluded a partnership agreement with the State Corporation "Government for Citizens";

2) cooperation with partnership organizations in the transfer of the "Integrated Information System of the Public Service Centers" (hereinafter referred to as the IIS of the PCS) to use;

3) cooperation in the transfer of the PSC to trust management.

Chapter 2. Rights and obligations of the Parties

4. Rights and obligations of the partnership organization:

1) the partnership organization shall be entitled to receive from the State Corporation advisory, information and reference services on the issues within the competence of the State Corporation, including, if possible, obtaining government services through the web portal of "electronic government".

2) the partnership organization shall be obliged to:

provide a secure communication channel for connection of the IIS of the UNC in its offices and (or) mobile organizational equipment (laptop);

provide services to receive applications for public services and issue their results to the service recipient in accordance with the Law and subordinate normative legal acts, which determine the procedure for rendering state services;

accept applications for the provision of state services and issue their results to the recipient of the service, including the use of biometric authentication of the recipient of the service in accordance with the Law, subject to the submission of a complete package of documents in accordance with the list provided by the corresponding subordinate normative legal act, which determines the procedure for the provision of state services;

ensure the protection of personal data of service recipients according to the Law of the Republic of Kazakhstan "On Personal Data and Their Protection";

to ensure that service recipients are informed in an accessible form about the procedure for the provision of services by accepting applications for the provision of state services and issuing their results to the service recipient, including taking into account accessibility for persons with visual and (or) hearing impairments;

ensure unhindered equal access to the services on acceptance of applications for state services and issuance of their results to the service-recipient for persons with disabilities;

take measures within its competence aimed at restoring violated rights, freedoms and legitimate interests of service recipients with appropriate notification of the authorized body in the field of state services (hereinafter referred to as the authorized body) and the State Corporation;

ensure compliance with the premises for servicing the service recipients to the requirements established by the State Corporation for the Center;

accept applications and issue ready results of state services from Monday to Friday inclusive from 9:00 a.m. to 8:00 p.m. without a break and on Saturdays from 9:00 a.m. to 1:00 p.m., except for holidays and weekends according to the Labor Code of the Republic of Kazakhstan.

When rendering services on acceptance of applications for state services and issuance of their results to a service recipient it is not allowed to demand from service-receivers:

documents and information that can be obtained from information systems used for the provision of services for the acceptance of applications for state services and the issuance of their results to the service recipient, or the service of digital documents;

notarized copies of documents, the originals of which are presented for verification by the partner organization, except for the cases provided for in the Social Code of the Republic of Kazakhstan.

5. Rights and obligations of the State Corporation:

provide access to the IIS of the UNC partner organization for the purpose of receiving documents for the provision of services, accepting applications for the provision of state

services and issuing their results to the service recipient and provide support in accordance with the requirements of this Agreement and annexes hereto;

to provide consulting, information and reference services to partner organizations on issues within the competence of the State Corporation, including, if possible, obtaining state services through the web portal of "electronic government";

to ensure the authorization of the partner organization to accept applications for the provision of state services and issue their results to the service recipient provided in the IIS of the UNC, including the possibility of biometric authentication of the person if it is provided for by the Law, subject to the requirements of this Agreement and annexes hereto;

to carry out on a permanent basis the analysis of the applications received by the partner organization for the provision of services for the acceptance of applications for the provision of state services and the issuance of their results to the service recipient, subject to compliance with the subordinate regulatory legal acts that determine the procedure for their provision.

6. Rights and obligations of the Parties by types of cooperation of the State Corporation "Government for Citizens" with partnership organizations concerning the acceptance of applications for the provision of state services and issuance of their results to service recipients, indicated in paragraph 4 of this Agreement, are also set forth in Annex 1 hereto.

Chapter 3. Liability of the Parties

7. In case of non-fulfillment or improper fulfillment by the Parties of their obligations assumed under the Agreement, the guilty Party shall be liable in accordance with applicable law, this Agreement and its annexes.

8. In case the partner organization refuses to provide the services specified in Annex 3 to this Agreement, the State Corporation shall notify the authorized body in writing to terminate this Agreement unilaterally.

9. Damage caused to parties and (or) third parties as a result of improper performance of obligations under this Agreement shall be compensated by the party responsible for the damage.

Chapter 4. Confidentiality of personal data

10. Parties that have access to personal data of public and limited access ensure their confidentiality in accordance with the Law of the Republic of Kazakhstan "On Personal Data and Their Protection".

Chapter 5. Force Majeure

11. In the event of force majeure, namely the occurrence of natural disasters, the introduction of a state of emergency or martial law, the declaration of a state of emergency or

the introduction of other restrictive measures by the decision of state bodies or their officials, changes in the current legislation, strikes, or which the affected Party cannot actually influence and which it could not foresee and the occurrence of which was not a direct or indirect result of the action or inaction of one of the Parties that occurred after the signing of this Agreement and which prevent the full or partial fulfillment of any obligations under the Agreement, the term of performance of obligations shall be extended for the duration of actions of such circumstances.

12. The Party, for which due to the above-mentioned circumstances, it is impossible to fulfill any obligations under this Agreement, shall be obliged to notify the other Party about this within three working days from the day of occurrence of such circumstances. The facts contained in such notification must be documented by authorized organizations.

13. Failure to notify or untimely notification of extraordinary circumstances shall deprive the Party concerned of the right to invoke any of them as a ground exempting it from liability for failure to fulfill contractual obligations.

Chapter 6. Term of validity, procedure for amendment and termination of this Agreement

14. This Agreement shall come into force upon its signing.

15. This Agreement may be amended and terminated by agreement of the Parties, unless otherwise provided by the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the Code), the Law and by this Agreement.

16. At the request of either Party, this Agreement may be amended or terminated by court order only:

- 1) in case of a material breach of this Agreement by the other Party;
- 2) in other cases, provided by the Code, the Law or by this Agreement.

A material breach of this Agreement by one of the Parties shall be deemed to be a breach of this Agreement which causes the other Party such damage that it is substantially deprived of what it was entitled to expect when concluding this Agreement.

17. A demand to amend or terminate this Agreement may be submitted by a Party to the court only after receiving a refusal from the other Party to the proposal to amend or terminate this Agreement or failure to receive a response within thirty days.

18. Upon termination of this Agreement, the obligations of the Parties shall cease.

19. If this Agreement is amended, the obligations of the Parties shall continue to apply as amended.

20. In case of termination or amendment of this Agreement, the obligations shall be deemed terminated or amended from the moment of reaching this Agreement by the Parties on amendment or termination of this Agreement, and in case of termination or amendment of this Agreement by court - from the moment of entry into force of the court decision on termination or amendment of this Agreement.

21. The Parties shall not be entitled to demand the return of what was performed by them under the obligation prior to the termination or amendment of this Agreement, unless otherwise provided by the Code or this Agreement.

22. If the basis for termination or amendment of this Agreement was a material breach of this Agreement by one of the Parties, the other Party shall have the right to claim compensation for losses caused by termination or amendment of this Agreement.

23. Unilateral refusal to execute this Agreement (withdrawal from the Agreement) shall be allowed in cases provided for by the Code or this Agreement.

24. One of the Parties shall be entitled to refuse to execute this Agreement in the following cases:

1) impossibility of fulfilling the obligation based on this Agreement (Article 374 of the Code);

2) recognition of the other Party as bankrupt in the established manner, unless otherwise provided by the legislative act of the Republic of Kazakhstan on rehabilitation and bankruptcy ;

3) changes or cancellation of the act of the authorized body on the basis of which this Agreement was concluded.

25. The Parties shall be entitled to initiate the procedure of termination of this Agreement unilaterally out of court by notifying the authorized body in writing at least thirty calendar days in advance.

Chapter 7. Final provisions

26. The parties shall bear their own expenses on correspondence forwarding. Subject to compliance with the norms of the legislation of the Republic of Kazakhstan in the sphere of circulation of electronic documents, the Parties may carry out document circulation using electronic digital signature.

27. The Partnership Organization shall inform the State Corporation on a monthly basis, once every six months, quarterly during the year and at the end of the year, as well as at the request of the State Corporation on the status of work on the provision of services for the acceptance of applications for state services and issuance of their results to the service recipient.

28. In case the partner organization violates the requirements of the Law and this Agreement, as well as if, based on the results of the study of information on the state of work on the provision of services on acceptance of applications for state services and issuance of their results to the service recipient, provided by the partner organization to the State Corporation, the State Corporation has established poor quality of the functions on the provision of services on acceptance of applications for state services and issuance of their results to the service recipient by the partner organization, the State Corporation shall notify the partner organization of the violation of the requirements of the Law and this Agreement.

29. In case of failure to comply with the conditions specified in paragraph 28 of this chapter, State Corporation shall initiate the procedure for terminating this Agreement concluded with the relevant partner organization in the manner established by the Code and this Agreement, notifying the authorized body at least thirty calendar days in advance.

30. Information on the list of services for accepting applications for the provision of state services and issuing their results to the service recipient, provided by partner organizations under the first and second models of cooperation, as well as the name and contact information of partner organizations shall be posted on the Internet resource of the State Corporation and at the places where applications for the provision of state services are accepted and their results are issued to the service recipient..

31. The list of services for accepting applications for the provision of state services and issuing their results to the service recipient, provided by partner organizations under the first and second models of cooperation, shall be determined in the form in accordance with Annex 3 to this Agreement.

32. The types of mutual settlements between the State Corporation "Government for Citizens" and partner organizations for accepting applications for the provision of state services and issuing their results to the service recipient are set forth in Annex 2 to this Agreement.

33. This Agreement is made in two copies in the Kazakh and Russian languages, for each of the Parties, each of which has equal legal force.

34. All annexes to this Agreement are its integral parts.

Chapter 8. Legal addresses and details of the Parties

Non-Profit Joint Stock Company
"State Corporation
"Government for Citizens"

(name of the partnership organization)

Annex 1
to the Standard Partnership Agreement

Types of cooperation of the State Corporation "Government for Citizens" with partnership organizations according to the procedure for the provision of state services Chapter 1. "Agent of the State Corporation "Government for Citizens"

1. "Agent of the State Corporation "Government for Citizens" (hereinafter referred to as the agent) is an individual entrepreneur that have concluded a partnership agreement with the State Corporation "Government for Citizens" (hereinafter referred to as the State Corporation).

2. An agent registered in the Register of Agents of the State Corporation "Government for Citizens" performs the functions of accepting applications for the provision of state services and issuing ready results available through the Public Service Centers (hereinafter referred to as the UNC) and the "electronic government" portal (hereinafter referred to as the EGP), including visiting the place of the service recipient's request, using a laptop registered with the State Corporation "Government for Citizens" (hereinafter referred to as the State Corporation), in accordance with the list of services for acceptance of applications for the provision of state services and issuance of their results to the service recipient according to Annex 3 to the Standard Partnership Agreement.

3. Rights and obligations of the Parties:

1) The State Corporation shall be obliged to:

Provide a list of state services to the agents for applications and payments from service recipients;

carry out work on setting up an agent's laptop with access to a secure communication channel of the Integrated Information System of the Public Service Centers (hereinafter referred to as the IIS of the UNC) for receiving applications for the provision of state services ;

provide functionality for requesting access to personal data and biometric authentication of applicants in the IIS of the UNC for government services provided by agents;

add an agent to the Register of "Agents of the State Corporation";

2) the State Corporation shall have the right to conduct, on an ongoing basis, an analysis of applications accepted by state services agents for compliance with by-laws that determine the procedure for their provision;

In the event of detection of violations in the state services accepted by the agent regarding compliance with by-laws that determine the procedure for their provision, the State Corporation shall have the right to send a proposal to the authorized body to terminate the agent's powers;

3) the agent shall be obliged to:

provide a serviceable laptop for setting up a secure communication channel with access to the IIS of the UNC to receive applications for state services;

provide services for receiving applications for provision of state services and issuing finished results in accordance with the requirements established by the by-laws regulating the procedure for provision of state services;

ensure the protection of personal data of service recipients, including the immediate removal from all media after completion of provision of services.

4) the agent shall have the right to provide services for accepting applications for the provision of state services and issuance of the finished results, with on-site visit, if necessary, at the request of the service recipient.

4. The following interaction algorithm is provided for this type:

1) preparatory stage:
conclusion of an agreement between the State Corporation and the agent;
payment by the agent for access to IIS of the UNC and training;
purchase of the VPN hardware and software complex by the partner;
setting up a partner's laptop with access to IIS of the UNC to receive applications for the provision of state services.

2) implementation stage - provision by the partner of services for receiving applications for the provision of state services and issuing their results to the service recipient:

defining the needs of the service recipient;
identification of the service recipient, including through biometric authentication in IIS of the UNC;

receipt by the partner from the service recipient of an application for acceptance of documents for the provision of state service(s) and issuance of finished results, with a visit if necessary;

formation of a package of documents;
acceptance of payment;
home visit to the client (if necessary);
provision of services for accepting applications for the provision of state services;
delivery of the application and a package of documents to the service provider (if necessary);

delivery of the result of the provision of the state service and issuance to the service recipient.

Chapter 2. Cooperation with partnership organizations on the transfer of IIS of the UNC for use

5. Cooperation with partner organizations in the transfer of IIS of the UNC for use - provision of state services accessible via UNC by partner organizations on their sites, taking into account the provision of the necessary infrastructure.

6. Rights and obligations of the State Corporation:
providing access to IIS of the UNC to partner organizations for the purpose of accepting documents for the provision of state services and ensuring support;
providing functionality for requesting access to personal data and biometric identification of applicants in IIS of the UNC for state services provided by partner organizations.

7. Rights and obligations of partnership organizations:
provision of a secure communication channel for connecting IIS of the UNC in departments (offices);

acceptance of applications for the provision of state services exclusively upon personal appearance with a request for access to personal data and biometric identification of the individual, taking into account the provision of a full package of documents according to the list provided for by the subordinate legislation;

ensuring the availability of round-the-clock security for their buildings (premises, offices).

8. The following interaction algorithm is provided for this type:

1) preparatory stage:

determination and approval by the State Corporation and the partner of the location of the partner service center for the population (hereinafter referred to as the PUNC);

conclusion of an agreement between the State Corporation and the partner;

creation by the partner of a new PUNC, carrying out repair work to bring it into compliance with the requirements established for the UNC in accordance with the Rules of Operation of the State Corporation, approved by the Order of the Minister of Investments and Development of the Republic of Kazakhstan dated January 22, 2016 No. 52 (registered in the Register of State Registration of Regulatory Legal Acts under No. 13248);

payment by the partner for access to the IIS of the UNC and training;

training of the partner's employees by the State Corporation (or employment of current UNC employees);

provision of a secure communication channel;

preparation of the site for the provision of services (premises, office equipment, furniture, etc.);

setting up IIS of the UNC and electronic queue;

2) implementation stage:

ensuring the continuous operation of PUNC to provide services for accepting applications for the provision of state services and issuing their results to service recipients;

compliance with the PUNC work schedule, similar to the work schedule of the UNC State Corporation;

determining the needs of service recipients;

identification of service recipients, including through biometric authentication in IIS of the UNC;

receiving applications from service recipients for the acceptance of documents for the provision of state services and issuance of finished results;

formation of complete document packages;

organization of payment acceptance;

provision of services for accepting applications for the provision of state services;

delivery of applications and packages of documents to service providers (if necessary);

delivery of the result of the provision of state services and issuance to service recipients.

Chapter 3. Cooperation in the transfer of UNC to trust management

9. Within the framework of this cooperation it is envisaged to transfer to the partner in trust management of UNC State Corporation with the function to provide state services on the conditions and term defined by the partnership agreement.

10. Rights and obligations of the State Corporation:

Providing the partner organization with a UNC facility, with an agreed upon staffing level of qualified employees;
 providing connectivity to the IIS of the UNC;
 implementation of methodological assistance to eliminate identified violations of business processes of UNC activities.

11. Rights and obligations of partner organizations:

Provision of UNC work support service according to the specified table:

No.	Service	Duration of provision
1	Ensure the operation of UNC	On an ongoing basis
2	Ensure compliance with the principles of providing state services in accordance with the Law of the Republic of Kazakhstan "On State Services"	On an ongoing basis
3	Monitor compliance with labor discipline by UNC employees	On an ongoing basis
4	Ensure that UNC infrastructure complies with sanitary standards	On an ongoing basis
5	Ensure the supply of organizational equipment and office supplies	On an ongoing basis
6	Provide access to the public Internet Wi-Fi network in the citizens' waiting room	On an ongoing basis
7	Depending on the department's workload and shift schedule, conduct training with front office employees for no more than 1 hour per day	On an ongoing basis
8	Ensure timely delivery of documents by couriers to service providers and to UNC	On an ongoing basis
9	Eliminate violations identified by the State Corporation's Situation Center in the activities of UNC	On an ongoing basis

ensuring the availability of round-the-clock security for their buildings (premises, offices).

12. The following interaction algorithm is provided for this type:

1) preparatory stage:

determination by the State Corporation and the UNC partner for transfer to trust management;

conclusion of an agreement between the State Corporation and the partner on the transfer of UNC management functions to the partner in trust management;

transfer to the partner by deed of an operating UNC with the necessary staff of qualified workers;

carrying out repair work by the partner;

training of the partner's employees by the State Corporation (if necessary);

payment by the partner for access to the IIS of the UNC, for training of employees (if necessary) and for the use of UNC property;

2) implementation stage:

ensuring the ongoing work of UNC in providing services for accepting applications for the provision of state services and issuing their results to service recipients;

provision of services for receiving applications for the provision of state services and issuing their results to the service recipient;

partner's report on the services provided for receiving applications for the provision of state services and issuing their results to the service recipient to the State Corporation;

State Corporation's report on the services provided by the partner for receiving applications for the provision of state services and issuing their results to the service recipient to the authorized body.

13. Employees and (or) officials of a partner organization who have access to personal data of individuals, as well as those participating in the process of providing services for accepting applications for the provision of state services and issuing their results to the service recipient, may be citizens of the Republic of Kazakhstan with at least 1 (one) year of experience in UNC, as well as in the field of providing state services.

Annex 2

to the Standard Partnership Agreement

Form

Types of mutual settlements between the State Corporation “Government for Citizens” and partner organizations according to the procedure for the provision of state services

1. All mutual settlements between the Parties shall be made in the national currency of the Republic of Kazakhstan.

2. The Partnership organization shall pay the State Corporation “Government for Citizens” (hereinafter referred to as the State Corporation) the following payments in accordance with the conditions defined in the Model Partnership Agreement and its appendices:

fee for using the Integrated Information System of Public Service Centers;

fee for using the property and non-property rights of the State Corporation received under the act for the period of implementation of the partnership agreement;

part of the profit from the sale of joint additional services to state services;

payments in accordance with items one, two and three of this paragraph shall be paid by the partner organization (quarterly) in accordance with the signed reconciliation statements of mutual settlements within ten working days from the date of signing the statement.

3. By agreement of the parties, the State Corporation may make payment of the partnership fee provided that the partnership organization provides government services to the population free of charge.

4. In this case, the partner remuneration shall be calculated in proportion to the number of services provided by the partner organization in accordance with the tariffs of the State Corporation.

5. The partnership remuneration is paid quarterly by non-cash transfer of funds to the bank account of the partner organization, within ten working days from the date of approval by the Parties of the Certificate of provision of services.

6. The amount of the partnership remuneration includes all taxes payable by the partner organization in connection with the taxation system it uses.

Annex 3
to the Standard Partnership Agreement

form

List of services for accepting applications for the provision of state services and issuance of their results to a service recipient, provided by partnership organizations under the first and second models of cooperation

Item No.	Name of state service	Type, branch of cooperation
1		
2		
...		