

# **Agreement**

## **on the establishment of educational, scientific and production complex department "Accounting and audit" NGO "Association of taxpayers and accountants" in Karaganda region"**

### **Karaganda "30" October 2019**

Karaganda economic University of Kazpotrebsoyuz, hereinafter referred to as "University" (Kazakhstan, Karaganda, 100009 Akademicheskaya str., 9), in the person of rector Aimagambetov E. B., acting on the basis of the Charter, on one hand, and NGO "Association of taxpayers and accountants in Karaganda region" further Association in the face of the presented to the President ZHunussova S.A., acting on the basis of the Charter, on the other hand, together hereinafter referred to as the "Parties" have entered into this Agreement as follows:

#### **1. Subject of agreement**

1.1. The subject of this Agreement is the creation of a joint "Educational research and production complex of the Department" Accounting and audit "and NGO "Association of taxpayers and accountants in Karaganda region" free of charge in the framework of joint programs in the field of educational, teaching and research activities aimed at providing intellectual base of educational activities, improving educational programs and meeting the actual needs of the labor market in qualified accounting specialists.

#### **2. Rights and obligations of the parties**

2.1. As part of the implementation of the programs provided for in this Agreement, Association for charitable purposes has the right to carry out the following actions at its discretion:

- Participate in the development of various programs that support the educational process;
- To assist the University in organizing and conducting all types of training sessions: presentations, guest lectures, master classes and business cases. The theme of the lectures is discussed individually;
- Organize joint training and research activities, in particular conferences, seminars, round tables, etc.;
- To implement projects of joint publications;
- To ensure constant contact of students with professionals in the field of accounting, audit, taxation, corporate Finance and other areas in order to discuss topical issues of practice in the relevant areas;
- To provide a limited number of students the opportunity to complete industrial (pre-diploma) practice, employment in a Company based on the results received in the Association mechanism of selection of candidates and on the basis of voluntary expression by the registration of labor relations in accordance with labor code of RK, in accordance with current staffing needs Association;
- Provide teachers with training in Association;
- Implement research projects on accounting and audit issues;
- Participate as leaders of diploma works etc..

2.2. In order to ensure the full functioning of the Educational research and production complex Association has the right:

2.2.1. to participate in the improvement of educational programs on accounting, audit and taxation used at the University, as well as in the development of new teaching materials.

2.2.2. to send specialists' Association to the University to give lectures and conduct practical classes on accounting, audit, corporate Finance and taxation, as well as to participate in various types of training sessions.

2.2.3. to provide conditions for the passage of industrial (pre-graduate) practice to students who have high performance and focused on work in the field of Association, in accordance with the

agreement concluded with the University for the purpose of internship in Association on cooperation in the organization and conduct of practice.

2.2.4. organize professional testing and selection of graduate students of the University who want to work in Association. The form and method of selection are determined by Association.

2.2.5. to organize acquaintance of students with structural divisions of Association for studying of the questions provided in the program of practice.

2.2.6. to provide information about Association for bringing to the attention of University students.

2.3. To achieve these goals, the University has the right to:

2.3.1. to issue the documents necessary for opening and functioning of Educational scientific and production complex of Association -Department "Accounting and audit" KEUK.

2.3.2 in order to ensure the passage of students of the University of industrial practice in Association to provide Association for familiarization coursework / abstracts, the results of verification work/testing of students studying at the University.

2.3.3 to provide an opportunity for representatives of Association to carry out the steps listed in section 2.1.

2.3.4 to organize work on improvement of educational programs used at the University in accounting, Finance, audit and taxation;

2.3.5 to provide conditions for lecture courses, practical training in accounting, audit specialists Association in accordance with the schedule approved by the Parties, as well as various other types of training sessions.

2.3.6 create conditions for the annual selection of University students for practical training in one of the divisions of Association.

2.3.7 create conditions for annual professional testing and selection of graduate students of the University who want to work in Association.

Department "Accounting and audit" KEU undertakes to use the name and logo " Association " only for the purpose of creating Educational research and production complex in accordance with the terms of this Agreement with the prior consent of Association.

The implementation of specific measures defining financial and other obligations between the Parties and the timing of their implementation will be the subject of separate Contracts or Additional agreements.

### **3. Term of agreement**

3.1. The agreement comes into force from the moment of its signing by the Parties and is valid until 2020. In case one week before the expiration of the term neither of the parties informs about the termination of the Agreement, the Agreement is considered to be extended for the next year.

3.2. This Agreement may be terminated by agreement of the Parties.

3.3. This Agreement may be terminated at any time, both at the initiative of Association N and at the initiative of the University. The party initiating the termination of the Agreement shall notify the other party in writing 15 days in advance.

3.4. This Agreement may be terminated on the grounds provided for by the legislation of the Republic of Kazakhstan.

3.5. Termination of this Agreement entails the termination of obligations of the Parties under it, except for obligations in respect to confidential information that remain valid after the termination of this Agreement during the agreed term.

#### **4. Privacy:**

4.1. The parties undertake to ensure the confidentiality of any information received from each other or from third parties during the conclusion of the Agreement and during the execution of the Agreement.

4.2. The parties will take measures necessary to protect confidential information from unauthorized disclosure to third parties. In the text of this Agreement, the term "Confidential information" means information of any kind (oral, written, visual or in any other form) relating to the Association or the University and provided under this Agreement, including, in particular,

information of a technical, industrial, administrative, economic, marketing, planning or financial nature.

The obligations of the Parties to respect the confidentiality of information received in connection with this Agreement are valid for five years from the date of receipt of such information. The parties shall not be liable for disclosure of confidential information received in connection with this Agreement in the following cases:

- (a) the information becomes publicly available in a manner other than in violation of the obligations set forth in this article of the Agreement;
- (б) the information is obtained from a third party that is not bound by any obligation to any of the Parties to respect the confidentiality of such information;
- (в) the information is provided at the request of the authorized state body in accordance with the legislation (in this case, in respect of all other third parties, the obligations to ensure the confidentiality of confidential information remain valid).

4.5. Upon termination of the Agreement, the Parties shall return to each other documents or software, as well as copies of any documentation received from each other in the course of execution of the Agreement.

## 5. Final provision

5.1. To achieve the objectives of this Agreement, the Parties shall bear the costs associated with the performance of obligations assumed in accordance with this Agreement. This Agreement is concluded for scientific and practical, non-commercial purposes. The agreement cannot serve as a means to obtain economic benefits.

The terms of this Agreement may be amended and (or) supplemented by agreement of the Parties. This Agreement is governed by the laws of the Republic of Kazakhstan. Any disputes in connection with this Agreement shall be settled by the Parties through negotiations. In case of failure to reach agreement through negotiations, disputes will be resolved in court, according to the legislation of the Republic of Kazakhstan.

## 6. Additional condition


For the purposes of advertising and marketing activities, the University may need to refer to the fact of concluding an Agreement with " Association ". In this case, the University may specify the name of " Association " and refer only to the General nature of the Agreement.

The University may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Association.

In everything that is not provided by this Agreement the Parties are guided by the current legislation of the Republic of Kazakhstan.

Done in duplicate in Russian, Kazakh and English.

  
**NGO "Association of taxpayers and accountants in Karaganda region"**  
**direktor ZHunussova S.A.**  
*del 30.10.2019 y.*

**Karaganda economic University of Kazpotrebsoyuz**  
**rector**  
**doctor of economic Sciences, Professor Aimagambetov E. B.**  
  
*30.10.2019 y.*

Responsible executive from the University  
head of "Accounting and audit" Department  
candidate of economic Sciences, Professor V.I.Berezyuk  
*V.I. Berezyuk*