

On approval of the Agreement between the Government of the Republic of Kazakhstan and the Government of the Republic of Tajikistan on cooperation in the field of personnel training in the criminal-executive system

Unofficial translation

Decree of the Government of the Republic of Kazakhstan dated December 9, 2015 No. 982.

Unofficial translation

The Government of the Republic of Kazakhstan HEREBY DECREES:

1. To approve the attached Agreement between the Government of the Republic of Kazakhstan and the Government of the Republic of Tajikistan on cooperation in the field of personnel training in the criminal-executive system made in Dushanbe, on June 5, 2015.

2. This decree shall come into force upon the date of signing.

Prime Minister

of the Republic of Kazakhstan

K. Massimov

Approved

by decree of the Government
of the Republic of Kazakhstan
dated December 9, 2015
no.982

Agreement between the Government of the Republic of Kazakhstan and the Government of the Republic of Tajikistan on cooperation in the field of personnel training in the criminal-executive system

**Entered into force from December 30, 2015 -
Bulletin of International Treaties of the Republic of Kazakhstan 2016, no. 1, art. 4**

The Government of the Republic of Kazakhstan and the Government of the Republic of Tajikistan hereinafter referred to as the Parties;

wishing to develop and to strengthen the cooperation in the areas of the activity of the criminal-executive system;

guided by the provisions of the Agreement between the Government of the Republic of Kazakhstan and the Government of the Republic of Tajikistan on cooperation in the field of education dated June 13, 2000, the Agreement between the Government of the Republic of Kazakhstan and the Government of the Republic of Tajikistan on mutual protection of classified information dated May 4, 2006, as well as by the national laws of their states;

recognizing the need for assistance in personnel training for the criminal-executive system of the Republic of Tajikistan;

based on a number of generally recognized principles and norms of international law and the national legislation of the states of the Parties;

have agreed as follows:

Article 1

For the purposes of this Agreement, the definitions used herein shall mean:

“personnel training” - is the training of specialists on programs of higher education, retraining and advanced training on the programs of additional education;

“educational institution of the states of the Parties” - are educational institutions of higher and additional education, where the personnel training for criminal executive system is performed;

“cadets/trainees” are persons studied in educational institutions of the states of the Parties;

“training quota” is the maximum amount of state educational order for personnel training for the criminal executive system of the Republic of Tajikistan;

“classified information” is the information related the activity of a state body, restriction and dissemination of which is dictated by the need of the service;

“sending Party” is the Party sending the employees of the criminal-executive system for training at the educational institution of another Party;

“receiving Party” is the Party, receiving the employees of the criminal-executive system for training at its educational institution;

“competent authorities” are the bodies of the states of the Parties, responsible for the implementation of the present Agreement.

Article 2

The present Agreement shall determine the procedure and conditions of personnel training in educational institutions of the states of the Parties.

Personnel training shall be implemented under the quotas on a preferential or free of charge basis, established by the receiving Party.

In case of personnel training on a preferential basis, the costs of training shall be made at the expense of the receiving Party, the allowance shall be at the expense of the sending Party.

In case of personnel training on the free of charge basis, the costs of training and allowance shall be made at the expense of the receiving Party.

Article 3

The Parties shall cooperate through their competent authorities in accordance with the present Agreement in compliance with the national laws of the Parties and international treaties, to which they are the parties.

The list of the competent authorities is determined by each Party and shall be transferred to another Party upon a written notice on execution of domestic procedures, required for the entry of this Agreement into force.

Each of the Parties shall notify each other about changes in the list of the competent authorities within a month.

Article 4

The training quota including through exchange in the amount of up to ten people, the list of courses, specialties, on which the personnel training is performed for the next year, as well as the terms and other conditions shall be determined annually, before April 10 of the year of training by sending a corresponding application to the receiving Party and concluding a contract between the competent authorities prior to the beginning of an academic year.

The receiving Party prior to May 15 of the year of training shall inform the sending Party about training quotas a preferential or free of charge basis, specifying the educational institution, specialties and the number of provided places for each specialty.

Article 5

A contract on personnel training shall be concluded between the competent authorities of the sending and receiving Parties.

The contract shall provide for:

- 1) name of the training program, specialty;
- 2) terms of the training;
- 3) number of cadets/trainees;
- 4) rights and obligations of cadets/trainees;
- 5) terms of security of cadets/trainees:
 - a) materials required for training in accordance with the curricula and training programs;
 - б) use of libraries, reading and sports halls, other premises and territories required for the training;
- в) medical services;
- г) transport for training purposes;
- д) residential accommodation and meals;
- 6) travel conditions of cadets / trainees to the place of study and back;
- 7) procedure of execution of documents for entry/exit and stay of cadets/trainees;
- 8) grounds for expulsion;
- 9) insurance of life and health of cadets/trainees by the sending Party;
- 10) dispute settlement procedure;
- 11) other necessary details.

Article 6

Personnel training is carried out according to the curricula and programs of the educational institutions of the receiving Party, subject to the restrictions associated with ensuring the regime of secrecy, the safety of official information of limited distribution and classified information, access to institutions of the criminal-executive system of the receiving Party.

The receiving Party during the process of training shall form in the cadets/trainees of the sending Party professional-business, leadership and managerial qualities.

The educational process shall be organized in Russian.

Article 7

The selection of candidates for training, their medical examination and entrance tests shall be carried out by the sending Party, based on the conditions of admission to the educational institution and the recommendations of the receiving Party. Enrollment in the educational organization of the receiving shall be carried out on the proposal of the competent authority of the sending Party.

Persons unfit for health reasons, previously convicted and exempted from criminal liability on non-rehabilitating grounds, as well as those dismissed for negative reasons from the public service, from law enforcement agencies, courts and justice bodies may not be accepted for training in the educational organization of the receiving Party.

Article 8

Accommodation and meals, as well as the provision of study aids of cadets / trainees of the state of the sending Party, shall be organized on the terms and in accordance with the procedure established for cadets / trainees of the state of the receiving Party.

The receiving Party does not undertake obligations with respect to the families of cadets / trainees of the State of the sending Party and does not provide them with living space.

While being trained in the educational institution of the state of the receiving Party, cadets / students shall be provided with the sending Party with the national uniform of the penitentiary bodies for everyday and parade wearing.

The sending Party bears transport costs for the travel of its employees to the place of study and back upon completion of studies, on vacation, on internships and back, as well as in other cases.

Article 9

The receiving Party shall not involve cadets / trainees of the sending Party in performing tasks that are not related to their training in educational institution and being beyond fulfilling the obligations of the trainees.

Cadets / trainees of the sending Party who have fully complied with the curriculum and training programs' requirements and have successfully passed the final certification shall be awarded qualifications in accordance with the specialty received and a Bachelor's diploma shall be awarded.

The conditions and terms for further service in the penal system after the end of the organization of education, the awarding of a special rank shall be determined by the sending Party.

Cadets / trainees of the sending Party who are studying in the educational institution of the receiving Party must comply with the provisions of the charters and the approved procedure for organizing education.

Cadets / trainees of the sending Party, in committing infractions, shall bear administrative or criminal responsibility in accordance with the national laws of the state of the receiving Party.

In case of death of the cadet / student of the sending Party or members of his family, the receiving Party shall immediately notify thereof the sending Party.

The sending Party shall ensure all necessary burial procedures, including transportation of the body, at its own expense.

On the issues of jurisdiction and legal assistance the Parties shall be governed by the Convention on Legal Assistance and Legal Relations in Civil, Family and Criminal Matters dated January 22, 1993.

Article 10

The receiving Party shall provide the cadets/trainees of the sending Party with a scholarship in their training on a free of charge basis.

The amount of scholarships intended for the cadets/trainees of the sending Party shall be established in the amount not lower than for the cadets/trainees of the receiving Party.

The cadets/trainees of the sending Party may be encouraged for exemplary performance of duties and high results achieved in studies, research, and active participation in public life in accordance with the Charter of the educational institution of the receiving Party.

The receiving Party, in relation to the cadets / trainees of the sending Party, shall undertake obligations to provide primary health care in the medical unit, servicing in medical institutions to which the educational institution is attached.

The receiving Party shall not undertake to pay for the treatment of the cadets / trainees of the sending Party in other medical institutions.

Article 11

The Parties shall mutually recognize the equivalence of the documents of the receiving Party on graduation of educational institutions.

Article 12

The Parties shall be exempted from the fulfillment of obligations under this Agreement if the partial or full non-performance was the result of force majeure circumstances that the Parties could not foresee and prevent by reasonable measures.

The force majeure circumstances shall include events, which are beyond the influence of the Parties and for which they are not responsible (for example, an earthquake, flood, fire, which prevents learning disabilities, mental illness, strikes).

A Party claiming the force majeure circumstances shall be obliged:

to inform the other Party about the occurrence of such circumstances in writing by submitting supporting documents issued by an authorized organization within 15 calendar days. The information should contain data on the nature of the circumstances, as well as, whenever possible, an assessment of their impact on the fulfillment by the Parties of their obligations under this Agreement and on the period of fulfillment of obligations;

upon termination of these circumstances, to notify the other Party in writing within three days indicating the date of the alleged performance of the obligation under this Agreement.

Otherwise, the Party shall not be exempted from compensation for losses associated with the fulfillment of obligations.

Article 13

The Parties, if necessary, hold working meetings, consultations in order to consider issues of the implementation of this Agreement.

Article 14

When implementing cooperation under this Agreement, the Parties shall use the Russian language.

Article 15

The implementation of the provisions of this Agreement related to the personnel training for the criminal-executive system shall be carried out in accordance with the national laws of the state of the receiving Party and international treaties to which the states of the Parties are the parties.

Article 16

By mutual agreement of the Parties, this Agreement may be amended and supplemented by separate protocols constituting its integral parts.

Article 17

Disputes and disagreements regarding the interpretation and application of the provisions of this Agreement shall be resolved through consultations and negotiations between the Parties.

Article 18

This Agreement is concluded for a period of five years and is automatically extended for subsequent five-year periods if none of the Parties sends a written notification through diplomatic channels to the other Party six months before the expiration of the next five-year period about its intention to terminate it.

This Agreement shall enter into force on the day of the receipt of the last written notice on the completion by the Parties of domestic procedures through diplomatic channels required for its entry into force.

Made in Dushanbe on June 5, 2015 in two copies, each in the Kazakh, Tajik and Russian languages, all texts being equally authentic.

In case of disagreement in the interpretation of this Agreement, the Parties will refer to the text in Russian.

For the Government
of the Republic of Kazakhstan

For the Government
of the Republic of Tajikistan