



On approval of the form of agreement on provision of state grant for the implementation of new business ideas

Invalidated Unofficial translation

Order of the Minister of Labor and Social Protection of the Population of the Republic of Kazakhstan dated September 18, 2018 № 399. Registered with the Ministry of Justice of the Republic of Kazakhstan on September 19, 2018 № 17388. Abolished by the order of the Acting Minister of Labor and Social Protection of the Population of the Republic of Kazakhstan dated February 07, 2022 No. 47

Unofficial translation

Footnote. Abolished by the order of the Acting Minister of Labor and Social Protection of the Population of the Republic of Kazakhstan dated February 07, 2022 No. 47 (effective after ten calendar days after the date of its first official publication).

In accordance with sub-paragraph 4) paragraph 6 of Resolution № 513 of the Government of the Republic of Kazakhstan dated August 23, 2018 “On Approval of the Rules for Providing State Grants for Implementation of New Business Ideas to Participants of “Yenbek” State Program for the Development of Productive Employment and Mass Entrepreneurship for 2017–2021, **I hereby ORDER:**

1. Approve the attached form on the provision of a state grant for the implementation of new business ideas.
2. In accordance with the procedure established by the legislation, the Department of Employment of the Population and Development of the Labor Market of the Ministry of Labor and Social Protection of the Population of the Republic of Kazakhstan shall:
 - 1) provide the state registration of this order with the Ministry of Justice of the Republic of Kazakhstan;
 - 2) within ten calendar days after the date of state registration of this order, direct its copy in the electronic form in the Kazakh and Russian languages to the Republican State Enterprise with the Right of Economic Management “Republican Center of Legal Information” for official publication and inclusion in the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan;
 - 3) within ten calendar days after the state registration of this order, direct its copy for official publication in periodicals;

4) place this order on the Internet resource of the Ministry of Labor and Social Protection of the Population of the Republic of Kazakhstan after its official publication ;

5) within ten working days from the date of the state registration of this order with the Ministry of Justice of the Republic of Kazakhstan, submit the data on execution of the actions provided for in subparagraphs 1), 2), 3) and 4) of this paragraph to the Legal Department of the Ministry of Labor and Social Protection of the Population of the Republic of Kazakhstan.

3. Control over the execution of this order shall be entrusted to the Vice-Minister of Labor and Social Protection of the Population of the Republic of Kazakhstan N.B. Altayev.

4. This order shall be enforced upon expiry of ten calendar days after the date of its first official publication.

*Minister of Labor and
Social Protection of the Population
of the Republic of Kazakhstan*

M. Abylkasymova

Approved
by order № 399
of the Minister of Labor
and Social Protection of the Population
of the Republic of Kazakhstan
dated September 18, 2018
Form

Agreement of provision of state grant for implementation of new business ideas

City _____ " _____ " _____ 20__ year

Employment Center _____

(district, cities of oblast and republican significance, the capital,
Business Identification Number)

acting _____

in the person of (position, full name of the signing person)

basing on _____

(charter, proxy No. _____ dated " _____ " _____ 20__ yr.)

hereinafter named "Population Employment Center", "Atameken" Chamber of
Entrepreneurs

_____,
(names of oblasts, cities of republican significance and the capital,
Business Identification Number)

hereinafter named "Chamber of Entrepreneurs " and _____

_____,
(Full name of the participant, Individual Identification Number, serial number of
identification document,

date of issue and issuing authority) / (name of legal person, Business Identification
Number)

hereinafter named "Participant of the program", together referred to as the "Parties"
, and each separately as the "Party" concluded this agreement on provision of state
grant

for implementation of new business ideas (hereinafter – the Agreement) and hereby
agreed as follows:

1. Subject of the Agreement

1. The Employment Center provides a grant to the Participant of the program for the implementation of business ideas on the terms set out in the Rules for Providing State Grants for Implementation of New Business Ideas to Participants of “Yenbek” State Program for the Development of Productive Employment and Mass Entrepreneurship for 2017–2021, approved by Resolution № 513 of the Government of the Republic of Kazakhstan dated August 23, 2018 (hereinafter referred to as the Rules).

On his part, the program Participant undertakes to use the state grant for the implementation of start-up business (start-up project), allocated in accordance with the Rules.

2. The terms set forth in the Agreement shall constitute this Agreement and shall be deemed its integral part.

2. Total amount of the Agreement and terms of payment

3. The size of the state grant for the implementation of new business ideas shall amount to

_____ tenge

(amount spelled out)

4. The state grant for the implementation of new business ideas (hereinafter referred to as the state grant) shall be provided within the funds provided for by this Agreement and in the manner established by the legislation of the Republic of Kazakhstan.

5. The employment center of the population shall, within five working days after the conclusion of the Agreement, transfer the funds provided in the frames of the state grant to the current bank account of the Program Participant, as stipulated by this Agreement.

3. Rights and obligations of the Parties

6. Program participant has the right to:

1) demand from the Employment Center a proper performance of obligations under the Contract;

2) demand timely transfer to the current account of the funds provided under the state grant.

7. The program participant undertakes to:

1) conduct business project events in a timely and appropriate manner;

2) immediately eliminate the identified deficiencies in the use of the state grant at the request of the Chamber of Entrepreneurs;

3) submit materials at the request of the Chamber of Entrepreneurs confirming the fulfillment of obligations under the Agreement, and written explanations within three working days from the date of receipt of the written request of the Chamber of Entrepreneurs;

4) submit the information requested by the Chamber of Entrepreneurs within five working days from the moment of the request;

5) use the state grant exclusively for the intended purpose;

6) upon expiry of the Agreement, return to the Employment Center the unused part of the state grant funds within three working days from the date of receipt of the respective requirement;

7) assist the Chamber of Entrepreneurs in conducting monitoring, submit the required documents within the terms set in the requests;

8) submit to the Chamber of Entrepreneurs monthly, by the tenth day of the month following the reporting month, written reports on the implementation of business project activities and on the use of funds, namely, present current and final reports.

8. The employment center has the right to:

1) require from the program participant fulfillment in good faith of obligations under the Agreement and elimination of the identified deficiencies in the use of state grant;

2) require from the Program Participant a progress report on measures confirming the performance of obligations under the Agreement.

9. The population employment Center shall undertake to:

1) provide the Program participant with a state grant for the implementation of new business ideas;

2) accept, in accordance with this Agreement, duly executed written reports of the Chamber of Entrepreneurs on the implementation by the program Participant of the business project activities and the use of the funds;

3) notify the program Participant and the Chamber of Entrepreneurs of the early termination of the Agreement in the cases provided for by this Agreement.

10. The Chamber of Entrepreneurs shall be entitled to:

1) require from the program Participant fulfillment in good faith of obligations under the Agreement and elimination of the identified deficiencies in the use of the state grant;

2) require from the program Participant to submit materials confirming the fulfillment of obligations under the Agreement;

3) notify the program Participant about his use of funds not for the intended purpose (misuse of funds).

11. The Chamber of Entrepreneurs undertakes to:

1) to conduct monitoring of the targeted use of the state grant by the program Participant,

2) notify the Employment Center in writing of the revealed fact of inappropriate use of the state grant funds by the Program Participant, within three working days from the date of detection of the said fact;

3) present a report to the Employment Center on a monthly basis by the twentieth of the month following the reporting month on the Participant's implementation of the start-up business program;

4) accept the performance act

4. Responsibilities of the parties

12. For non-execution or improper execution of their duties under this Agreement, the Parties shall bear responsibility as established by the legislative acts of the Republic of Kazakhstan.

13. Responsibilities of the parties not specified by this agreement shall be applied in accordance with the civil legislation of the Republic of Kazakhstan.

14. Expiration of this Agreement shall not relieve the parties from responsibility for the breach of it committed before the expiration of this term.

5. Changes and termination of the Agreement

15. Changes to the Agreement shall be made in the following instances:

1) changes in the size of the state grant provided for in this Agreement;

- 2) changes in the term of execution of this Agreement;
- 3) changes in the purpose of the startup business (start-up project) of the Program Participant.

16. In the event of repudiation by the Parties of the obligations under this Agreement, the Parties shall send notifications in writing within three working days indicating the reason, date of termination of the performance of obligations under this Agreement.

17. Failure, untimely or improper execution by the Parties of the terms of this Agreement shall constitute grounds for its termination unilaterally.

18. This Agreement shall be terminated from the date of detection of the facts provided for in subparagraph 2) of paragraph 11 of this agreement by the Parties by sending a notice in optional form.

6. Force majeure

19. The parties that failed to fulfill or improperly fulfilled obligations under this Agreement shall be held financially liable unless they prove impossibility of proper performance due to force majeure, that is, extraordinary and unavoidable circumstances (natural phenomena, military actions).

20. Upon the occurrence of the force majeure circumstances, the Parties shall send a written notification in an optional form about such circumstances and their causes.

Official documents of the authorized body of the Republic of Kazakhstan, confirming the occurrence of force majeure circumstances shall be the proof of the force majeure circumstances.

21. In the event of late notification, the Parties shall forfeit the right of claiming the circumstances specified in paragraph 19 of this Agreement as a basis for exemption from liability hereunder.

22. After the termination of the force majeure circumstances, the Parties shall immediately resume the fulfillment of obligations under this Agreement and within three working days after the termination of the circumstances specified in paragraph 19 of this Agreement, notify the Parties in an optional form.

7. Settlement of disputes

23. All the disputes and disagreements arising between the Parties under this Agreement or in connection with it shall be resolved by means of negotiations between the Parties.

24. In the event of non-execution or improper execution by the Parties of their obligations under this Agreement, all the disputes and disagreements shall be resolved in accordance with the current legislation of the Republic of Kazakhstan.

8. Miscellaneous

25. This Agreement is made in three copies having the same legal force. One copy shall be held by the Employment Center, the others by the Chamber of Entrepreneurs and the Program Participant.

26. This Agreement is drawn up in the Kazakh and Russian languages.

27. Notifications of the Parties to the other Party in accordance with this Agreement shall be sent by mail, via publicly available electronic information systems with the subsequent submission of the originals.

28. This Agreement shall enter into force on the date of its signing and is valid until _____.

29. If required, the Agreement shall be extended by mutual consent of the Parties.

9. Requisites of the parties

Employment Center:

Program Participant:

| | |
|--|--|
| _____ | _____ |
| (full name of the Employment Center) | (full name of legal person) |
| _____ | _____ |
| (legal address) | (address) |
| _____ | _____ |
| (telephone, fax) | (telephone, fax) |
| _____ | _____ |
| (Full name of authorized person) | (signature) |
| _____ | _____ |
| (Business Identification Number) (Individual Identification Number) | (Business Identification Number / Individual Identification Number) |
| _____ | _____ |
| (bank identification code) | (bank identification code) |
| _____ | _____ |
| (Individual Identification code) | (Individual Identification code) |
| _____ | _____ |

(name of the bank)

(name of the bank)

(signature) C/S

(signature) C/S

Chamber of Entrepreneurs:

(full name of the Chamber of Entrepreneurs, business identification number)

(legal address)

(Full name of authorized person)

(signature)

C/S