

## On approval of the Model contracts for the provision of regulated services

### *Unofficial translation*

Order of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated March 19, 2019 No. 145. Registered with the Ministry of Justice of the Republic of Kazakhstan on March 27, 2019 No. 18429.

### *Unofficial translation*

In accordance with subparagraph 7) of Article 8 of the Law of the Republic of Kazakhstan dated December 27, 2018 “On Natural Monopolies”, **I HEREBY ORDER:**

1. To approve:

1) Model contract for the provision of regulated services of airports, in accordance with Annex 1 to this Order.

2) Model contract for the provision of regulated air navigation services, in accordance with Annex 2 to this Order.

2. The Civil Aviation Committee of the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan, in the manner prescribed by law, shall ensure:

1) state registration of this Order with the Ministry of Justice of the Republic of Kazakhstan;

2) within ten calendar days from the date of state registration of this order, direct its copy 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) placement of this Order on the Internet resource e of the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan.

3. The control over the execution of this Order shall be entrusted to the Supervising Vice Minister of Industry and Infrastructure Development of the Republic of Kazakhstan.

4. This Order shall come into effect upon expiry of ten calendar days after the day its first official publication.

*Minister of Industry and  
Infrastructure Development of the  
Republic of Kazakhstan*

*R. Sklyar*

“AGREED”

Ministry of National Economy of the  
Republic of Kazakhstan

“ \_\_\_\_\_ ” \_\_\_\_\_ 2019

## Model contract for the provision of regulated airport services

Footnote. Annex 1 as amended with the order of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated 26.05.2021 № 264 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

“ ” 20

\_\_\_\_\_  
(place of conclusion of contract)

\_\_\_\_\_  
(name of the natural monopoly entity providing regulated services, business identification number)

hereinafter referred to as the Airport, represented by

→ \_\_\_\_\_  
(position, surname, name, patronymic (if any) of the current on the basis of

→ \_\_\_\_\_  
for one part, and

→ \_\_\_\_\_  
(name of consumer of regulated services, business identification number (s)  
and hereinafter referred to as the order , represented by

→ \_\_\_\_\_  
(position, last name, first name, patronymic (if any) acting on the basis of

→ \_\_\_\_\_  
one the other part, have entered into this Agreement (hereinafter referred to as the Agreement) as follows.

### Chapter 1. The subject of the contract

1. The airport shall provide the following regulated services of airports:

\_\_\_\_\_  
(name of regulated services) in accordance with this Agreement, and the Customer pays for the regulated services of the Airport in the manner and terms established by this

Agreement. 2. This Agreement for the provision of regulated services of the Airport is concluded with the Customer individually.

## **Chapter 2. Basic concepts used in the Agreement**

3. The following basic concepts shall be used in the Agreement:

department of the authorized body - Civil Aviation Committee of the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan.

Other concepts and terms used in this Agreement shall be applied in accordance with the legislation of the Republic of Kazakhstan on natural monopolies and the Law of the Republic of Kazakhstan dated July 15, 2010 “On the use of the airspace of the Republic of Kazakhstan and aviation activities”.

## **Chapter 3. The settlement procedure**

4. Payment for regulated services of the Airport shall be made at the rates approved by the department of the authorized body.

5. Payment for the regulated services of the Airport shall be made by the customer on the terms of 100% of the advance payment from the cost of the declared (agreed) scope of services within ten (10) working days from the date of invoicing, except for the provision of regulated services for state aviation as well as flights, performed in accordance with the Rules for organization and provision of particularly important flights of the Republic of Kazakhstan, approved by the resolution of the Government of the Republic of Kazakhstan dated May 23, 2011 No. 562, which shall be paid for the actual services provided within thirty (30) calendar days from the date of the invoice.

6. The final payment for the provision of regulated services of the Airport shall be made no later than the 15th day of the month following the month of the provision of services, on the basis of bilateral acts for the actual volume of services rendered and invoices.

7. Within five calendar days from the date of receipt of the invoice, the customer shall notify the Airport in writing of those disputed issues in connection with which the invoices will not be paid within the specified period. The parties shall resolve the disagreements within ten calendar days from the date of receipt of a reasoned refusal.

8. A party having accounts receivable to the other party, on the basis of reconciliation statement of settlements shall pay the amount owed to the creditor within five calendar days from the date of signing of the reconciliation statement for settlement of accounts.

9. The fulfillment of the customer’s obligation to pay for regulated services of the Airport shall be recognized as the fact that the customer has paid the full amount of due payments or the fact that the full amount of due payments has arrived at the Airport account.

10. The costs associated with the transfer of funds when paying the bills of the Airport shall be borne by the Customer.

## Chapter 4. Rights and obligations of the parties

11. The airport has the right to:

- 1) establish the technical requirements binding on the Customer;
- 2) receive timely payment of the provided regulated services;
- 3) demand compensation for damage caused through the fault of the Customer;
- 4) have other rights provided for by the legislation of the Republic of Kazakhstan.

12. The airport is obliged:

1) provide the Customer with equal conditions for the use of regulated and airport services, except for the cases of providing regulated services, taking into account the benefits and advantages established by the legislation of the Republic of Kazakhstan;

2) to ensure admission to the airport with the subsequent release of aircraft in accordance with the schedule of flights of the Customer, agreed with the Airport;

3) inform the Customer in writing about changes in tariffs for regulated services in the manner and terms stipulated by Law;

4) inform the Customer about the reasons and deadline for the decision to temporarily terminate or limit the provision of regulated services;

5) comply with the requirements of the legislation of the Republic of Kazakhstan in the field of air transport in relations with the Customer.

13. The customer has the right to:

1) receive regulated services of established quality in accordance with this Agreement;

2) receive information from the Airport about changes in tariffs in the manner and terms provided for by Law;

3) demand compensation for damage caused through the fault of the Airport;

4) have other rights provided for by the legislation of the Republic of Kazakhstan.

14. The customer is obliged:

1) preliminarily agree with the Airport the flight schedule, provide information on the loading of the aircraft (cargo, mail, passengers, baggage);

2) to carry out all types of work in the Airport area in strict accordance with the requirements governing the provision of flight safety, aviation security, sanitary standards, as well as comply with current rules on passenger service, handling of baggage, mail, cargo;

3) ensure the implementation of the flight schedule agreed with the Airport;

4) submit to the Airport all required documents in accordance with the legislation of the Republic of Kazakhstan;

5) pay for the regulated services of the Airport in the manner established by the Agreement;

6) timely inform the Airport about violations of the agreed flight schedule and the reasons for its violation;

7) upon expiry of the validity of the certificate of the operator of civil aircraft, to provide a valid certificate of the operator to the Airport.

#### **Chapter 5. Responsibility of the parties and resolution of dispute**

15. The parties are responsible for non-fulfillment or improper fulfillment of the terms of this Agreement in accordance with the legislation of the Republic of Kazakhstan.

16. Disputes and disagreements arising from the Treaty shall be resolved through negotiations. If through negotiations the parties cannot reach mutual agreement, then disputes and disagreements shall be considered in the manner established by the legislation of the Republic of Kazakhstan.

#### **Chapter 6. Force majeure circumstances**

17. The parties are exempted from liability for full or partial non-fulfillment of obligations, as well as for the delay in their performance under the Agreement, if such were the result of force majeure (natural disaster or other circumstances that cannot be prevented or prevented), as well as military operations, strikes and other emergency cases entailing non-fulfillment or improper fulfillment of the terms of the Agreement.

18. A party that refers to force majeure circumstances is obliged to inform the other party within 48 (forty-eight) hours of both the occurrence and the end of force majeure circumstances.

19. If one of the parties is unable to fulfill its obligations under the Agreement within sixty calendar days from the date of the occurrence of force majeure circumstances, the other party has the right to terminate the Agreement by notifying the first party no later than ten working days before the date of termination contract.

#### **Chapter 7. Other Provisions**

20. In the event of a change in the postal and bank details, as well as upon a change of manager, the party is obliged to inform the other party in writing within five business days from the date of the said changes.

21. The terms of the Agreement are binding on the parties and are determined in accordance with the legislation of the Republic of Kazakhstan.

22. In the event of a unilateral refusal to fulfill the terms of the Agreement, the party must notify the other party in writing not later than thirty calendar days later.

23. The contract shall be made in duplicate in the state and Russian languages, one copy for each Party.

The contract for state institutions financed from the state budget shall be registered with the territorial treasury bodies of the Ministry of Finance of the Republic of Kazakhstan and comes into force from the day of its registration.

24. The relations of the parties arising from the Agreement and not regulated by it shall be regulated by the legislation of the Republic of Kazakhstan.

25. By agreement of the parties, the Agreement may be supplemented by other conditions that do not contradict this Agreement and the legislation of the Republic of Kazakhstan.

### **Chapter 8. Duration and Procedure for Termination of the Agreement**

26. The contract shall enter into force from 00:00 \_\_\_\_\_ on 20\_\_ and is valid for 24 hours on \_\_\_\_\_ 20\_\_, and in part regarding the parties obligations - until their full execution.

27. The Agreement may be terminated ahead of schedule on the terms established by the legislation of the Republic of Kazakhstan or under the terms of the Agreement.

28. The Agreement may be extended by agreement of the parties by concluding an additional agreement as an integral part of this Agreement, or by entering into a new agreement.

### **Chapter 9. Details of the parties**

An airport: _____	Customer: _____
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Annex 2  
to the Order of the Minister of  
Industry and Infrastructure  
Development of the  
Republic of Kazakhstan  
dated March 19, 2019 No. 145

### **Model agreement for the provision of air navigation services**

\_\_\_\_\_ “ \_\_\_\_ ” \_\_\_\_\_ 20\_\_  
(place of conclusion of the contract)

\_\_\_\_\_  
(name of the entity providing the service, constituent documents,

\_\_\_\_\_  
documents, certificate or certificate of state registration (re-registration) of the legal entity,  
date and issuing authority) represented by

\_\_\_\_\_  
,  
(position, surname, name, patronymic (if any) acting on the basis of \_\_\_\_\_,  
\_\_\_\_\_  
hereinafter referred to as the contractor, for one part, and the user

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(user details, constituent documents, certificate or certificate of state registration (re-registration) of a legal entity, date and issuing authority) acting on the basis of \_\_\_\_\_

hereinafter referred to as the Customer, one the other part, have concluded this Agreement (hereinafter referred to as the Agreement) as follows.

### **Chapter 1. Basic concepts used in the Agreement**

1. The following basic concepts shall be used in the Agreement:

department of the authorized body - Civil Aviation Committee of the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan.

Other concepts and terms used in this Agreement are applied in accordance with the legislation of the Republic of Kazakhstan on natural monopolies and the Law of the Republic of Kazakhstan dated July 15, 2010 “On the use of the airspace of the Republic of Kazakhstan and aviation activities”.

### **Chapter 2. Subject of the Agreement**

2. The Contractor shall provide services for the air navigation services of the Customer’s aircraft in the airspace of the Republic of Kazakhstan (on the flight route and in the area of the airfield).

3. The customer shall pay for air navigation services in the manner and terms established by the Contract.

### **Chapter 3. Rights and obligations of the parties**

4. The Contractor has the right to:

1) in the process of planning and coordinating the use of airspace, if necessary, amend the conditions for the use of airspace declared by the Customer ( location, time and altitude), based on priorities in the use of airspace and ensuring flight safety. The Customer shall be informed of changes to the stated conditions for the use of airspace by submitting an application (flight plan);

2) change the tariffs for the services provided in accordance with the legislation of the Republic of Kazakhstan;

3) receive timely payment for the services provided;

4) have other rights provided for by the legislation of the Republic of Kazakhstan.

5. The contractor is obliged:

1) to ensure coordination of the use of the airspace of the Republic of Kazakhstan in the interests of the Customer in accordance with the applicable requirements for the use of airspace of the Republic of Kazakhstan;

2) provide means of air navigation support for aircraft flights, in accordance with the documents of aeronautical information;

3) provide direct air traffic control, including emergency notification of the relevant services in the event of special cases in flight and the provision of necessary assistance to crews in flight;

4) provide the Customer during flights with meteorological information;

5) provide the crews of the aircraft of the Customer with operational aeronautical information coming through the air traffic control channels;

6) transmit messages related to the direct execution of flights via aeronautical telegraphy channels;

7) comply with the requirements of the legislation of the Republic of Kazakhstan in the field of aviation in relations with the Customer

8) notify the Customer of changes in tariffs (charge rates) in the manner and terms provided by law.

6. The customer has the right:

1) receive services of established quality;

2) to receive information from the Contractor about changes in tariffs (charge rates) in the manner and from rock stipulated by law;

3) have other rights provided for by the legislation of the Republic of Kazakhstan.

7. The customer is obliged:

1) provide the Contractor with the necessary plans and amendments to them for flights in accordance with the requirements of the Rules for the use of the airspace of the Republic of Kazakhstan, approved by the Government of the Republic of Kazakhstan dated May 12, 2011 No. 506, and other documents regulating flight planning issues , as well as notify Contractor about changes and additions to the list of aircraft of the Customer specified in the Annex, which is an integral part of this Agreement;

2) provide the Contractor with information regarding the issues of ensuring the safety of flights and air traffic in accordance with the requirements of the legislation of the Republic of Kazakhstan;

3) comply with the requirements of the legislation of the Republic of Kazakhstan in the field of use of air transport.

#### **Chapter 4. Payment Procedure**

8. Payment for services for air navigation services of aircraft is made in accordance with the tariffs approved by the authorized body.



9. The Contractor once a month issues an invoice to the Customer with the application of registers of completed flights.

Payment for the provided services for servicing regular flights is made by the Customer on the basis of the invoice, by crediting funds to the account of the Contractor within ten business days from the date of receipt of the invoice.

10. When fulfilling the charter flights of the Customer's aircraft, payment for the services provided is subject to advance payment.

11. In case of disagreement with the invoices issued, the Contractor and the Customer shall update the invoices and registries of the completed flight c.

The term for consideration and clarification of accounts shall not exceed one month. Clarification of payment on accounts and registries does not suspend the due date for payments on these accounts. The adjusted amounts on the accounts are taken into account by the Contractor when the Customer issues the following invoice.

12. The costs associated with the transfer of funds when paying the Contractor's bills are borne by the Customer.

#### **Chapter 5. Responsibility of the parties**

13. In case of non-fulfillment or improper fulfillment of obligations stipulated by the Agreement, the guilty party shall be liable in accordance with the legislation of the Republic of Kazakhstan.

14. In cases of delay in payment for the services provided for by the Agreement, the Customer shall pay the Contractor a penalty in the amount of not more than 1.5 times the refinancing rate of the National Bank of the Republic of Kazakhstan, valid on the day of payment of these amounts, for each day of delay, but not more than the amount principal debt . The amount of the penalty is established upon conclusion of the Agreement.

15. Payment of the penalty does not exempt the parties from fulfillment of obligations under the Agreement.

#### **Chapter 6. Force Majeure**

16. The parties are exempted from liability for full or partial failure to fulfill obligations, as well as for the delay in their fulfillment under this Agreement, if such were the result of force majeure (natural disaster or other circumstances that cannot be foreseen or prevented), as well as military operations, strikes and other circumstances entailing non-fulfillment or improper fulfillment of the terms of the Agreement.

17. A party that refers to force majeure circumstances shall be obliged to notify the other party in writing of the occurrence of such circumstances no later than ten calendar days from the day they occur.

18. If one of the parties is unable to fulfill its obligations under the Agreement within sixty calendar days from the occurrence of force majeure circumstances, the other party has the right to terminate the Agreement.

**Chapter 7. Other Provisions and Settlement of Disputes**

19. Termination and amendment of the terms of the Agreement are made on the grounds and in the manner prescribed by the legislation of the Republic of Kazakhstan.

In the event of a unilateral refusal to fulfill the terms of the Agreement in the manner prescribed by the legislation of the Republic of Kazakhstan, the party must notify the other party of this no later than thirty calendar days.

20. All disputes and disagreements between the parties shall be resolved in the manner prescribed by the legislation of the Republic of Kazakhstan.

21. All changes, additions and agreements to the Agreement shall be concluded in writing and are an integral part of the Agreement.

22. By agreement of the parties, the Agreement may be supplemented by other conditions that do not contradict this Agreement and the legislation of the Republic of Kazakhstan.

23. Parties are obliged to inform each other of a change in location or actual address.

**Chapter 8. Duration of the Agreement**

24. The contract is made in duplicate in the state and Russian languages, one copy for each Party.

25. The contract shall enter into force from 00 hours \_\_\_\_\_ 20 \_\_\_\_ years and is valid for 24 hours \_\_\_\_\_ 20 \_\_\_\_.

26. The validity period of the Agreement may be extended by agreement of the parties for a specified period with specification of the volume of air navigation services at the request of one of the parties thirty calendar days before the expiration of the Agreement.

**Chapter 9. Details of the parties**

Executor: _____	Customer: _____
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Note: \* certificate of state (accounting) registration (re-registration) of a legal entity ( branch, representative office) issued before the Law of the Republic of Kazakhstan dated December 24, 2012 “On Amendments and Additions to Some Legislative Acts of the Republic of Kazakhstan on State Issues” registration of legal entities and the registration of branches and representative offices, ” is valid until the termination of the legal entity.

Annex to the  
Model Agreement for the  
provision of air navigation services

**Customer Aircraft List**

No.	Type of aircraft	Registration number	Country of registration	Maximum take-off weight of the aircraft (ton)

Certificate of Operator (certificate for the right to perform flight operator's general aviation) number \_\_\_\_\_, issued " \_\_\_\_ " \_\_\_\_\_.

The following types of activities are allowed: \_\_\_\_\_

Assigned Codes: Internal \_\_\_\_\_, International Civil Aviation Organization (ICAO) \_\_\_\_\_

Executor: _____	Customer: _____
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