

## EMPLOYMENT CONTRACT № \_\_\_\_\_

Almaty city

«\_\_» \_\_\_\_\_ 2024

This Employment contract (hereinafter – «Contract») is concluded between:

**Educational Institution «Almaty Management University»,**

registered and acting in accordance with the legislation of the Republic of Kazakhstan (Certificate of State Re-registration №. n/n issued on October 7, 2016), location: 227, Rozybakiev street, Bostandyk district, Almaty city, the Republic of Kazakhstan, BIN 971240001583, represented by the Rector **Kurenkeeva Gulnara Turdalievna**, acting on the basis of the Charter, hereinafter referred to as the «**Employer**», on the one hand,

**and Citizen of the Republic of Kazakhstan** \_\_\_\_\_

Identity Card № \_\_\_\_\_ date of issue «\_\_» \_\_\_\_\_ 2024, individual identification number \_\_\_\_\_, address of permanent residence: \_\_\_\_\_, information on registration in the place of residence: \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the “Employee”, on the other hand, hereinafter collectively referred to as the “Parties”, and separately - the “Party”, guided by the legislation of the Republic of Kazakhstan, including the Labor Code (hereinafter referred to as the Code), concluded this Employment Contract (hereinafter referred to as the Contract) on the following.

### 1. Subject of the Contract.

The Employer employs the Employee to the position of \_\_\_\_\_ to perform job responsibilities specified in this Contract, as well as in the job description.

1.2. The Employee performs work not related to harmful (specifically harmful) and hazardous working conditions. Labor safety conditions at the workplace meet the requirements of state standards, rules on safety and labor protection (based on the results of certification of workplaces).

1.3. If the work relates to heavy and (or) performed in harmful and (or) hazardous conditions, or the Employee lives in an environmental disaster zone or on the territory of radiation risk, then the Employee is provided with guarantees and benefits provided by the legislation of the Republic of Kazakhstan.

#### 1.4. Place of work: \_\_\_\_\_

227, Rozybakiev street, Bostandyk district, Almaty city, Republic of Kazakhstan

Employee work email: info@almu.edu.kz.

1.5. Date of the work beginning is

«\_\_» \_\_\_\_\_ 202\_\_

1.6. This Contract is concluded for a certain period from «\_\_» \_\_\_\_\_ 202\_\_y. - «\_\_» \_\_\_\_\_ 202\_\_y.

1.7. If the employment contract is concluded for a certain period and, in case of its expiration, neither party has notified the termination of the employment relationship in writing within the last working day (shift), it shall be considered as extended for the same period as previously concluded, except in the cases provided for by article 51, paragraph 2, of the Labour Code of the Republic. The employment contract concluded for a fixed period may be renewed not more than twice. If the employment relationship continues, the contract of employment is considered concluded for an indefinite period.

1.8. In order to verify the compliance of the Employee's qualifications with the assigned work, the Employee is set for a probation period of 3 (three) months from the date of commencement of this Contract.

1.9. If the probation period has expired and the Employer has not notified of the termination of this Contract, then the Employee is considered to have passed the probation period.

1.10. In case of a negative result of the Employee's work during the probation period, the Employer has the right to terminate the Contract with him by notifying him in writing, indicating

the reasons that served as the basis for recognizing this Employee as not having passed the probation period.

## **2. Work and rest schedule.**

2.1. Working conditions are conditions of payment, rationing of work, fulfillment of job duties (job description), working hours and rest time, the procedure for combining occupations (positions), expanding service areas, performing duties of a temporarily absent employee, safety and labor protection, technical, work and life conditions, and other conditions of work agreed upon by the parties shall be established for the Employee in accordance with the norms of the Labor legislation of the Republic of Kazakhstan, the employment contract and the Employer's acts.

2.2. The Employee's mode of operation is established in accordance with the approved Labor Regulations, collective agreement (if any) and other Employer's Acts (Schedule of Shifts), adopted in the manner prescribed by the legislation of the Republic of Kazakhstan, with which the Employee was properly acquainted.

2.3. In accordance with the Employer's Rules of Labor Regulations, a six-day working week is established for the Employee, taking into account the plan of educational work, the curriculum, the day off is Sunday.

The time of rest and meals during the breaks between lessons (classes) for teachers simultaneously with students is determined by the Employer's Rules of Labor Regulations.

2.4. The Employer establishes a Remote or Combined remote mode of work for the Employee by issuing an act of the Employer with obligatory familiarization with the Employee no later than three working days before the start of work on a remote or combined mode of work.

2.5. Distance work is a special form of implementation of the work process outside the location of the employer, using information and communication technologies in the work process.

Combined distance work - the implementation of the work process by alternating periods of performance of work duties both at the location of the employer, the host and their facilities, and through remote work.

2.6. The Employee undertakes to perform his / her labor duties during the distance work period in accordance with the working hours established by the rules of labor regulations in compliance with the Code of corporate ethics.

2.7. During telecommuting, the Employee is obliged to ensure high productivity, observe labor discipline and, within working hours, be available for communication with the Employer.

2.8. In case if the Employee doesn't keep in contact without a valid reason for three or more consecutive hours per one working day (working shift), it is considered as the Employee's absence at the workplace and it is the basis for termination of employment relations by the Employer. Whether an Employee is connected is determined by means of communication (mobile phone, Outlook work email). The Employee's absence in contact for valid reasons (force majeure, illness) does not constitute grounds for applying any disciplinary penalties against him/her. At the same time, in case of inability to fulfill his/her labor obligations, the Employee must promptly inform their supervisor about it by any means of information communication technologies and provide appropriate documents confirming the presence of such reasons in the future.

2.9. During the period of remote work, the Employee undertakes to ensure safety and labor protection at the place of performing labor duties in accordance with the requirements of the legislation of the Republic of Kazakhstan. The Employer is not responsible for the consequences of an Employee's failure to provide for the obligation specified in this subparagraph during the performance of the Employee's labor duties in the form of remote work".

2.10. Under a written agreement between the employee and the employer, the employee may be assigned part-time work.

Part-time work is considered to be the time that is less than the normal duration:

- 1) part-time work day, i.e. reduction in the standard duration of daily work (working shift);
- 2) part-time work week, i.e. reduction of the number of working days in the working week;
- 3) simultaneous reduction of the standard duration of daily work (working shift) and reduction of the number of working days in the working week.

2.11. Part-time employment does not entail any restrictions on the employee's duration of the paid annual leave, calculation of work experience, or other rights in the field of work.

2.12. Downtime is temporary suspension of work for reasons of economic, technological, organizational, other industrial or natural reasons.

2.13. Registration of downtime is carried out on the basis of the Employer's act.

2.14. If necessary, the Employee can be involved in overtime work, work on holidays and weekends in the manner and conditions stipulated by the legislation of the Republic of Kazakhstan.

2.15. The employer shall grant the employee 56 (fifty-six) calendar days of paid annual leave with the average salary and place of work. The duration of annual paid leave is calculated in calendar days, excluding public holidays that fall on work holiday days.

Employees working under a part-time contract are granted paid annual leave at the same time as their regular work.

If the duration of paid annual leave under a contract of employment on a part-time basis is less than the duration of leave for regular work, the employer shall, at the request of the co-worker, grant him or her leave without pay for days, The difference in leave.

2.16. The schedule, duration and period of the paid annual labor leave is determined in accordance with the vacation schedule approved by the Employer, taking into account the Employees' opinion and after agreement with the head of the Employee's department or his deputy.

The vacation schedule, being an act of the Employer, is approved by him and it is mandatory to be fulfilled by the Employee.

2.17. By agreement between the Employee and the Employer, the paid annual leave can be divided into parts. At the same time, one of the parts of the paid annual labor leave must be at least two calendar weeks of the leave duration, provided for in paragraph 2.15. of the present Contract.

2.18. The procedure for granting, transferring or recalling from paid annual labor leave is determined by this Contract and the Rules for granting leaves to employees of EI "Almaty Management University".

2.19. The Employer provides the Employee with a leave to undergo screening tests in the amount of at least 3 (three) working days during the year. And a leave for medical registration for pregnancy up to twelve weeks in an amount of at least 3 (three) working days.

2.20. In cases established by the legislation of the Republic of Kazakhstan, as well as for valid reasons, the Employee, upon his request, can be granted leave without pay, the duration of which is determined by agreement between the Employee and the Employer. The procedure and conditions for granting other types of social leaves are determined by the Labor Code of the Republic of Kazakhstan.

2.21. The Employee can be sent on business trip within the Republic of Kazakhstan and abroad to perform official tasks related to the performance of official duties.

2.22. The additional work assigned to the Employee can be carried out by:

- 1) combining positions - the employee, along with his main job, as stipulated by the employment contract (job description), performs additional work in another vacant position;
- 2) expansion of service areas - the employee, along with his main job, as stipulated by the employment contract (job description), performs additional work during a fixed working day (shift);

3) performance (replacement) of the duties of a temporarily absent employee — fulfillment by the employee along with his / her main job, as stipulated by the employment contract (job description), of additional work, both in another and in the same position.

2.23. An Employee who performs, along with his main job, stipulated by his employment contract, additional work in another or the same position or duty of a temporarily absent employee without release from his main job, shall get additional payment.

2.24. Additional payment to the Employee for performance (replacement) of the duties of a temporarily absent employee is not made if replacement of a temporarily absent employee is included in the Employee's duties.

2.25. The Employee agrees that the Employer, in order to improve the security of EI "Almaty Management University" and regular monitoring of the Employee's working time, will implement internal control with all available means (video surveillance of the working premises, access control system).

### **3. Salary. Withholding.**

3.1. Prior to withholding of tax and other mandatory deductions provided for by the legislation of the Republic of Kazakhstan, The Employee's salary is set with regard to increasing coefficients, which will be indexed depending on the teaching load, in the number of credits.

The cost of one credit is \_\_\_\_\_  
tenge according to the approved standards for a credit cost. Salary is paid in cash in tenge at least once a month on the 10th (tenth) day of the month following the reporting month, in a non-cash form by transferring money to a payment (bank) card of the Employee.

If payment days coincide with the weekend or holiday, the corresponding payment is made on the eve of this day.

The Parties agree that the Employer is entitled to make payments more often and earlier than the deadlines specified in this paragraph.

3.2. Salary is paid to the Employee in proportion to the hours actually worked.

3.3. The amount of salary is not subject to disclosure by the Parties, except for cases established by the current legislation of the Republic of Kazakhstan.

3.4. Payment for overtime work, every hour of work at night, also on holidays and weekends, by the Employer is carried out in an amount not lower than that established by the Labor Code of the Republic of Kazakhstan. By agreement of the parties for overtime work, it is allowed to provide hours of rest at the rate of at least one hour of rest for one hour of overtime work.

3.5. Payment for downtime for reasons beyond the control of the Employer and the Employee is set at an amount not lower than the minimum wage established by the legislation of the Republic of Kazakhstan.

3.6. Payment for downtime due to the fault of the Employer shall be in the amount of at least fifty percent of the average salary of the Employee. The downtime due to the fault of the Employee shall not be paid.

3.7. Payment for annual labor leave is made by the Employer no later than three working days before its start, and in the case of granting labor leave beyond the vacation schedule - no later than three working days from the date of its beginning.

3.8. To strengthen the Employee's interest in improving the efficiency and quality of work performed, the Employer introduces a bonus system and other forms of labor incentives, namely:

3.8.1. Depending on the specific contribution to the development of EI "Almaty Management University" based on the results of the assessment of key performance indicators (KPI) for the year, the Employee can be awarded in the manner and in the amount established by the Employer.

3.8.2. Salary and other additional payments can be made to the employee in accordance with the internal rules of EI "Almaty Management University", on the basis of the Employer's act.

3.9. The Employer withholds individual income tax, mandatory pension contributions, contributions to the social health insurance fund and other necessary deductions from the calculated amount of the Employee's salary for payment to the budget in the manner prescribed by the law.

3.10. Withholdings from the Employee's salary are made by a court decision, as well as, in cases of repayment of his debt to the Employer, on the basis of the Employer's act with a written notification of the Employee:

3.10.1. for repayment of unspent and timely not returned sums of money issued in connection with a business trip, as well as in case of failure to provide documents confirming expenses related to a business trip;

3.10.2. in cases where the Employer is reimbursed for the costs associated with the training of the Employee, in the presence of a training agreement, in proportion to the unfinished term of work in case of early termination of the Contract;

3.10.3. to reimburse the unearned advance paid to the Employee against salary;

3.10.4. in cases of transferring or recalling an Employee from annual paid labor leave, with the exception of paragraph 3 of Article 95 of the Code;

3.10.5. in other cases with the written consent of the Employee.

3.11. Upon termination of this Contract, the Employer shall pay compensation to the Employee in the amount and in cases established by the legislation of the Republic of Kazakhstan, including the payment of cash compensation for the days of unused leave. The specified compensation is paid with the final calculation of salary within three working days from the date of termination of this Contract.

3.12. In case of delay due to the fault of the Employer in the salary payment, the Employer shall pay the Employee in arrears and penalties for the period of payment delay. The penalty amount is calculated on the basis of the refinancing rate of the National Bank of the Republic of Kazakhstan on the day the salary payment obligations are fulfilled and is charged for each overdue calendar day, starting from the next day when payments are due, and ends on the day of payment.

## **4. Rights and obligations of the Employee**

### **4.1. The Employee has the right:**

4.1.1. to make amendment, addition, termination and cancellation of this Contract in the manner and on the conditions stipulated by the Labor Code of the Republic of Kazakhstan;

4.1.2. to require from the Employer to fulfill the conditions of this Contract, the collective agreement (if available);

4.1.3. for safety and labor protection;

4.1.4. to obtain complete and reliable information on the state of working conditions and labor protection;

4.1.5. to get timely and full payment of wages in accordance with the terms of this Contract, the collective agreement (if any);

4.1.6. to get payment of downtime in accordance with the Labor Code of the Republic of Kazakhstan;

4.1.7. to have rest, including annual paid labor leave;

4.1.8. for association, including the right to create a trade union, as well as membership in it, to express and protect their labor rights, unless otherwise provided by the laws of the Republic of Kazakhstan;

4.1.9. to participate through their representatives in collective bargaining and the development of a draft collective agreement, as well as familiarization with the collective agreement signed;

4.1.10. to get compensation for harm caused to health in connection with the performance of employment duties;

- 4.1.11. to get compulsory social insurance;
- 4.1.12. to get accident insurance during the performance of labor duties;
- 4.1.13. to get guarantees and compensation payments;
- 4.1.14. to get protection of their rights and legitimate interests by all means not contrary to the law;
- 4.1.15. to get equal pay for equal work without any discrimination;
- 4.1.16. to appeal for resolution of an individual labor dispute successively to the conciliation commission, the court in the manner prescribed by the Labor Code of the Republic of Kazakhstan
- 4.1.17. to get workplace equipped in accordance with the requirements of safety and labor protection;
- 4.1.18. to get provision of the means of individual and collective protection, special clothing in accordance with the requirements stipulated by the legislation of the Republic of Kazakhstan, as well as this Contract, the collective agreement (if available);
- 4.1.19. to refuse to perform work in the event of a situation that creates a threat to his health or life, with a notice to the immediate supervisor or representative of the employer (if any);
- 4.1.20. to appeal to the authorized state body for labor and (or) to the local labor inspectorate about conducting a survey of occupational health and safety at work, as well as representative participation in the inspection and consideration of issues related to the improvement of conditions, occupational safety and health;
- 4.1.21. to appeal actions (inaction) of the Employer in the field of labor and directly related relations;
- 4.1.22. to get remuneration in accordance with the qualifications, complexity of work, quantity and quality of work performed, as well as working conditions;
- 4.1.23. to get resolution of individual and collective labor disputes, including the right to strike in the manner established by the Labor Code of the Republic of Kazakhstan;
- 4.1.24. to get ensuring the protection of personal data stored by the Employer;
- 4.1.25. to get information about the employment contract and their employment activity from the unified system of accounting for employment contracts;
- 4.1.26. in case of any disputable issues regarding payroll with a view to getting clarification, contact the Employer at the email address: [info@almu.edu.kz](mailto:info@almu.edu.kz);
- 4.2. The employee has other rights stipulated by the Labor Code of the Republic of Kazakhstan.

#### **4.3. The Employee must:**

- 4.3.1. proceed to fulfillment of obligations under this Contract, in the period specified in clause 1.5. of this Contract;
- 4.3.2. perform labor duties in accordance with this Contract, the collective agreement (if available), acts of the Employer;
- 4.3.3. perform his/her duties according to an individual plan:
  - academic work;
  - academic and methodical work;
  - scientific research work;
  - organizational and methodological work;
  - educational and social work;
- 4.3.4. to comply with labor discipline, instructions on access and intra-premises regime;
- 4.3.5. comply with the requirements for safety and labor protection, fire safety, industrial safety and industrial hygiene in the workplace;
- 4.3.6. take care of property of the Employer and other employees;
- 4.3.7. inform the Employer about the situation that poses a threat to life and health of people, property safety of the Employer and employees, and occurrence of downtime;
- 4.3.8. not to disclose information constituting state secrets, official, commercial or other secrets protected by law that have become known to him in connection with the performance of labor duties;

- 4.3.9. indemnify the Employer for the damage caused within the limits established by the Labor Code of the Republic of Kazakhstan and other laws of the Republic of Kazakhstan;
- 4.3.10. conscientiously and timely perform labor duties in accordance with this Contract and the Acts of the Employer, including orders, instructions, regulations, instructions and verbal instructions of the first head of the Employer, the immediate head of the structural unit to which the Employee is assigned, if they do not contradict the current legislation of the Republic of Kazakhstan;
- 4.3.11. get acquainted with the Employer's acts, received by the work email or other platform of the Employer, within ten working days from the date of receipt, and ensure their observance;
- 4.3.12. obtain from the authorized body of the Republic of Kazakhstan (Egov.kz platform) of the appropriate type of electronic digital signature, identical to the job duties specified in this Contract and the Employer's acts;
- 4.3.13. provide the HR Department with relevant documents to comply with the legitimate interests of the employee in accordance with the laws of the Republic of Kazakhstan in the event of the following circumstances:
- 4.3.13.1. pregnancy - a medical report on pregnancy;
- 4.3.13.2. disability - documents of a medical institution confirming the disability, a certificate of incapacity for work and other documents required by law;
- 4.3.13.3. to be the initiator and provide the Employer with supporting documents, in case if the grounds for recalculation of incentive allowances (diplomas for obtaining academic degrees and titles, applications and documents) arise during the school year;
- 4.3.14. within five days notify the Employer of any changes in the address, telephone, marital status, number of children, attitude to conscription, and also the data of the new identity card (passport) when it is received/ changed;
- 4.3.15. upon termination of employment relationship with the Employer, regardless of the reasons for termination of this Contract, at least 3 (three) working days before the date of termination, transfer entrusted documentation (in paper and electronic carriers), computer passwords and computer files, other information carriers, regardless of their type (in paper, electronic form, etc.), equipment, tools that were at the Employee's disposal in connection with the performance of his official (labor) duties under this Contract to the immediate head of the structural unit to which the Employee was assigned, or to his authorized representative. The transfer is carried out under the Act, which is drawn up in two copies and signed by the Employee and the person who accepted the documentation;
- 4.3.16. timely notify the Employer about impossibility of performing the work stipulated by the employment contract for a good reason;
- 4.3.17. have appropriate theoretical and practical knowledge and teaching skills in the field of their professional competency;
- 4.3.18. ensure the quality of the educational services provided in accordance with the requirements of state compulsory education standards;
- 4.3.19. educate students in the spirit of high morality, respect for parents, ethno-cultural values, respect for the world around them;
- 4.3.20. develop students' life skills, competence, independence, creativity;
- 4.3.21. constantly improve their professional skills, intellectual, creative and general scientific level;
- 4.3.22. respect the honor and dignity of students, pupils and their parents or other legal representatives;
- 4.3.23. The Employee is prohibited from using the educational process for the purposes of political agitation, religious propaganda or to induce students to take actions that contradict the Constitution of the Republic of Kazakhstan and the legislation of the Republic of Kazakhstan.
- 4.3.24. comply with the corporate culture code of EI "Almaty Management University";
- 4.3.25. in case of the Employee's absence from work due to illness or other valid reasons, inform the immediate supervisor no later than the day of absence.

4.3.26. submit to the Employer for approval an individual work plan before August 25 of each calendar year.

4.4. perform other duties provided for by the Labor Code of the Republic of Kazakhstan.

4.5. throughout the period of validity of this Contract, the Employee shall notify the Employer in writing about the conclusion of a contract or agreements with third parties.

## **5. Rights and obligations of the Employer**

### **5.1. The Employer has the right:**

5.1.1. to modify, supplement, terminate and cancel this Contract in the manner and on the grounds established by the Labor Code of the Republic of Kazakhstan;

5.1.2. to issue, within his authority, Acts of the Employer;

5.1.3. to create and join associations in order to represent and protect their rights and interests;

5.1.4. to require from the Employee the fulfillment of the terms of this Contract, the collective agreement (if any), the Labor Regulations and other Acts of the Employer;

5.1.5. to encourage the Employee based on the results of the decision taken by the Employer;

5.1.6. to impose disciplinary sanctions, bring the Employee to liability in cases and in the manner stated by the Labor Code of the Republic of Kazakhstan;

5.1.7. to get compensation of damage caused by the Employee in the performance of job duties;

5.1.8. to go to court in order to protect their rights and legitimate interests in the field of labor;

5.1.9. to set a probation period for the Employee;

5.1.10. to provide the Employee with vocational training, retraining and advanced training in accordance with the Labor Code of the Republic of Kazakhstan;

5.1.11. for reimbursement of its costs associated with the Employee's training, in accordance with the Labor Code of the Republic of Kazakhstan;

5.1.12. to apply for resolution of an individual labor dispute successively to a conciliation commission, a court in the manner prescribed by the Labor Code of the Republic of Kazakhstan;

5.1.13. to require documentary confirmation by the Employee of expenses, in accordance with the acts of the Employer subject to reimbursement;

5.1.14. to sign an agreement with the Employee on non-disclosure of information constituting a commercial secret;

5.1.15. to involve the Employee in overtime and weekend work if required operationally;

5.1.16. to get information about the Employee's labor activity and / or other information from the unified system for recording labor contracts (with his prior consent);

5.2. The Employer has other rights provided by the Labor Code of the Republic of Kazakhstan.

### **5.3. The Employer must:**

5.3.1. comply with the requirements of the labor legislation of the Republic of Kazakhstan, agreements, collective agreement (if available), this Contract, acts issued by him;

5.3.2. provide the Employee with work stipulated by this Contract;

5.3.3. timely and in full to pay the Employee salary and other payments provided for by the regulatory legal acts of the Republic of Kazakhstan, this Contract, the collective agreement (if any), the acts of the Employer;

5.3.4. acquaint the Employee with the labor regulations, other acts of the Employer that are directly related to the work (labor function) of the Employee and the collective agreement (if available);

5.3.5. conduct collective negotiations in the manner established by the Labor Code of the Republic of Kazakhstan, to enter into a collective agreement (if necessary);

5.3.6. provide the Employee with working conditions in accordance with the labor legislation of the Republic of Kazakhstan, this Contract, the collective agreement (if available);

5.3.7. provide the Employee with equipment, tools, technical documentation and other means necessary for the performance of his job duties, at his own expense;

5.3.8. suspend work if its continuation creates a threat to the life and health of the Employee and other persons;



- 5.3.9. implement compulsory social insurance of the Employee;
  - 5.3.10. insure the Employee against accidents in the performance of his job duties;
  - 5.3.11. provide the Employee with annual paid labor leave;
  - 5.3.12. provide the Employee with leave to undergo screening examinations while retaining the place of work (position) and average wages;
  - 5.3.13. warn the Employee about harmful and (or) dangerous working conditions and the possibility of occupational disease;
  - 5.3.14. keep records of working time, including overtime, in harmful or hazardous working conditions, on heavy work performed by the Employee;
  - 5.3.15. indemnify for the harm caused to the Employee's life and health, during performance of his job duties in accordance with the Labor Code of the Republic of Kazakhstan and other laws of the Republic of Kazakhstan;
  - 5.3.16. collect, process and protect the Employee's personal data in accordance with the legislation of the Republic of Kazakhstan on personal data and their protection;
  - 5.3.17. exercise internal control over safety and labor protection;
  - 5.3.18. Before September 1 of the calendar year, approve the individual work plan provided by the Employee in a timely manner.
- 5.4. The Employer performs other duties stipulated by the Labor Code of the Republic of Kazakhstan.

## **6. The Employer's Acts**

6.1. The parties agree and confirm that when fulfilling their work obligations under this Contract they will use the Employee's work e-mail, indicated when being employed in any of the documents established by the legislation of the Republic of Kazakhstan, formed in the activities of state and non-governmental organizations, as well as the e-mail and the internal system of the Employer, including without limitation all information platforms and communication channels of the Employer;.

6.2. The Employer is obliged to acquaint the Employee, and the Employee, in his turn, is obliged to familiarize himself with the Employer's acts relating to the Employee's work activity.

6.3. The Employer has the right to draw up the Employer's acts, internal documentation not only on paper, but also in the form of an electronic document using an electronic digital signature or other authentication methods.

Familiarization with the Employer's acts is done in one of the following ways:

1) paper-based. Upon familiarization, the Employee must sign the Employer's act in the "Acquainted" column, which indicates that the Employee read the Employer's act.

2) sending the Employer's act by e-mail. Receipt by the Employee of the Employer's act by e-mail and / or getting links to the Employer's act, placed in the University platform, which equates to the Employee's familiarization with the act with signing it, or

3) in the form of an electronic document. Upon familiarization, the Employee puts a signature on the employer's act in the column "Acquainted" using an electronic digital signature or other authentication method.

6.4. For non-fulfillment of the above items, the Parties are liable in accordance with the legislation of the Republic of Kazakhstan, including the fact that the Employer has the right to bring the Employee to disciplinary responsibility for violation of labor discipline in the manner provided for in this Contract.

6.5. If the Employee refuses to read the acts of the Employer, the Employee must provide written explanations. In case of refusal to provide explanations, the Employer fixes the Employee's refusal to read the act. The Employer shows this act to the Employee.

## **7. Procedure for amendment and termination of this Contract**

7.1. Changes and additions to this Contract, including when transferring to another job, are carried out by the Parties in writing in the form of a supplementary agreement (signed by the Parties in at least two copies).

The Parties agree that amendments and additions to this Agreement can be made in the form of an electronic document certified by means of an electronic digital signature.

7.2. Notification of changes in the terms of this Contract is filed by one of the parties to the Contract and considered by the other party within five working days from the date of its submission. The party that received notification of changes in the terms of this contract, including when transferring to another job, is obliged to inform the other Party about the decision taken within the specified period.

7.3. The Employee's consent is not required to move him to another workplace or to another structural unit in the same area or to assign work on another mechanism or unit within the position, specialty, profession, qualifications and maintaining the size and conditions of salary specified by the employment contract.

7.4. The Employer, in the event of a production need, including temporary replacement of an absent employee, has the right to transfer the Employee without his consent for a period of up to three months within a calendar year to another job not stipulated by the employment contract and not contraindicated to him for health reasons in the same organization, in the same locality or in a structural unit of the employer located in another locality, with salary for the work performed, but not lower than the average salary for the previous work.

7.5. Transferring to another position is allowed to prevent or eliminate natural disasters, industrial accidents or eliminate their consequences, to prevent accidents, loss or damage to property.

7.6. The grounds for termination of this Contract are:

- 1) termination of this Contract by agreement of the Parties;
- 2) upon the expiration of this Contract;
- 3) termination of this Contract at the initiative of the Employer;
- 4) due to the Employee's transfer to another Employer;
- 5) termination of this Contract at the initiative of the Employee;
- 6) circumstances beyond the control of the Parties;
- 7) the Employee's refusal to continue the employment relationship;
- 8) the Employee's transfer to an elective job (position) or his appointment to a position that excludes possibility of continuing labor relations, except as required by the laws of the Republic of Kazakhstan;
- 9) violation of the terms of this Contract.

7.7. The procedure for termination of this Contract by agreement of the Parties: the Party to this Contract, who has expressed a desire to terminate the contract by agreement of the parties, sends a notification to the other party of the employment contract. The party that received the notification is obliged to inform the other party about the decision taken in writing within three working days. The date of termination of the employment contract by agreement of the Parties shall be determined by agreement between the Employee and the Employer.

7.7.1. The Parties hereby agree that the Employer has the right to terminate this Contract without complying with the requirements established by paragraph 7.4 of this Contract, by sending to the Employee a notification of termination of the Contract when the Employee reaches the retirement age established by the Law of the Republic of Kazakhstan "On Pension Provision in the Republic of Kazakhstan", with compensation payment established by paragraph 8.4 of this Contract.

7.8. The procedure for termination of the employment contract upon expiration:

- An employment contract concluded for a fixed term is terminated due to the expiration of its term.
- The expiration date of the employment contract entered into for the period of performance of a particular work is the date of completion of the work.

- The date of expiry of the employment contract entered into at the time of the replacement of a temporarily absent employee is the day when the employee came to work, for whom the place of work (position) remained.

7.9. This Contract can be terminated at the initiative of the Employer on the grounds and in the manner prescribed by the Labor Code of the Republic of Kazakhstan.

7.10. This Contract with the Employee is terminated due to his transfer to another legal entity according to the Labor Code of the Republic of Kazakhstan.

- The grounds for termination of this Contract is the Employee's written application and a written confirmation of the consent of hiring by another legal entity. The date of termination of this Contract is determined by agreement of the Parties.

7.11. The procedure for termination of this Contract at the initiative of the Employee:

- The Employee has the right to terminate this Contract on his own initiative, notifying the Employer in writing at least one month in advance, except in the case provided for in the paragraph below. This Contract can be terminated at the initiative before the expiration of the specified notification period, with the Employer's written consent.

- The Employee has the right to notify the Employer in writing of the Employer's failure to comply with the terms of this Contract. If, after the expiry of the seven-day period from the date of the written notification, the Employer continues to fail to comply with the terms of this Contract, the Employee can terminate this Contract by notifying the employer in writing no later than three working days before.

- Upon the expiration of the notification period specified in this clause, the Employee has the right to stop work, except in cases of non-completion of the transfer-receipt of property (documentation) of the Employer due to the fault of the financially responsible person. The day of termination of this Contract with the financially responsible Employee is the day of completion of the transfer and acceptance of property (documentation) of the Employer.

7.12. Grounds for termination of this Contract in circumstances beyond the will of the Parties shall be established by the Labor Code of the Republic of Kazakhstan. The date of termination of this Contract in circumstances beyond the will of the Parties shall be established by the Labor Code of the Republic of Kazakhstan.

7.13. This contract with the Employee shall be terminated if the Employee refuses to continue the employment relationship in the following cases:

- The Employee's Refusal to transfer to another location together with the Employer;
- The Employee's Refusal to continue work due to changes in working conditions;
- The Employee's Refusal to transfer temporarily to another job due to health condition when receiving a work injury, occupational disease or other damage to health not related to the performance of work duties.
- Termination of this Contract is allowed if there's Employee written refusal to continue the employment relationship, or if there is an act of the Employee's refusal of giving written refusal to continue work.

7.14. The procedure for termination of this Contract in connection with the Employee's transfer to elective work (position) or his appointment to the position:

- This Contract with the Employee is terminated in connection with his transfer to elective work (position) or appointment to the position, if the laws of the Republic of Kazakhstan prohibit persons holding such positions from taking other paid positions.
- The grounds are the Employee's notification of the Employer and the act of election or appointment of the Employee to the job (position).

7.15. The employment contract is subject to termination due to violation of the conditions for concluding an employment contract, if this violation excludes the possibility of continuing labor relations in the following cases:

- Conclusion of an employment contract for performance of work that is contraindicated for the Employee's health on the basis of a medical report;

- Conclusion of an employment contract for performance of work in violation of a verdict or court decision that has entered into force, by which a person is deprived of the right to hold certain positions or engage in certain activities;
- Conclusion of an employment contract with foreigners and stateless persons without obtaining, in the established manner, permits for a foreign employee to be employed or for attracting foreign labor, or without observing restrictions or exemptions established by the laws of the Republic of Kazakhstan
- Conclusion of an employment contract with persons specified in paragraph 2 of Article 26 of the Labor Code of the Republic of Kazakhstan;
- in other cases stipulated by the Labor Code of the Republic of Kazakhstan, the laws of the Republic of Kazakhstan and other regulatory legal acts of the Republic of Kazakhstan.

## **8. Guarantees and compensation payments**

8.1. This Contract, the collective agreement (if available), the Labor Code of the Republic of Kazakhstan provides guarantees and compensation payments for Employees:

- when performing state or public duties;
- sent on business trips;
- sent for medical examination;
- being donors;
- performing work in the areas of environmental disaster and radiation risk;
- when transferring an employee to another locality together with the employer;
- using personal property in the interests of the Employer;
- whose work takes place in transit, or has a traveling nature, or is connected with official travel within the service areas;
- in connection with the loss of work in the cases provided for by clause 8.2. and 8.3. actual agreement;
- in case of temporary incapacity for work, with the exception of cases stipulated by the Labor Code of the Republic of Kazakhstan.

8.2. The Employer makes compensation payments in connection with the loss of work in the amount of the average wage per month in the following cases:

- 1) upon termination of this Contract at the initiative of the Employer in the event of liquidation of the Employer;
- 2) upon termination of this Contract at the initiative of the Employer in the event of a reduction in the number or staff;
- 3) upon termination of this Contract at the initiative of the Employee in the event of the non-fulfillment by the Employer of the terms of this Contract.

8.3. The Employer makes compensation payments in connection with the loss of work upon termination of this Contract at the initiative of the Employer in the event of a decrease in the volume of production, work performed and services rendered, which resulted in worsening of the economic condition of the Employer in the amount of the average wage for two months.

8.4. Upon termination of this Contract, when the Employee reaches the retirement age, the Employer makes a compensation payment in the amount of one employee's salary.

## **9. Responsibilities of the Parties**

9.1. For improper performance of obligations arising from this Contract, the Parties shall be liable in accordance with the current legislation of the Republic of Kazakhstan.

9.2. For violations of labor discipline, that is, for non-fulfillment and improper execution of the work duties assigned to him through the fault of the Employee, the Employer has the right to apply disciplinary sanctions in accordance with the procedure established by the Labor Code of the Republic of Kazakhstan.

9.3. The Party that caused harm to the other Party shall reimburse it in accordance with the legislation of the Republic of Kazakhstan.

9.4. When causing harm to the Employee's life and (or) health due to the performance of his job duties, the Employer shall compensate for the damage in the amount provided for by the legislation of the Republic of Kazakhstan. Harm is reimbursed in full if the Employee does not have insurance payments, except for the case provided for in paragraph 3 of Art. 122 of the Labor Code of the Republic of Kazakhstan. If there are insurance payments, the Employer is obliged to reimburse the Employee for the difference between the sum insured and the actual amount of harm.

The procedure for the Employers to compensate for the harm caused to the Employee's life and (or) health is determined by the legislation of the Republic of Kazakhstan.

9.5. Liability for damage caused to the Employer during performance of labor duties shall rest with the Employee, provided that the damage was caused through his fault. The Employer has the right to refuse, in whole or in part, from receiving compensation, taking into account the specific circumstances under which the damage was caused, and the relevant decision is made by the Employer after conducting an internal investigation.

## **10. Training and professional development of Employees**

10.1. The Employer has the right, at his own expense, to provide the Employee with professional training, retraining, and advanced training (hereinafter referred to as training) in the Employer's interests.

10.2. The Employee who has been trained at the Employer's expense, upon completion of the training, is required within one calendar month to provide copies of all materials received by him at the training courses, and also to transmit the information acquired during these courses to at least two Employer's employees working in the same or similar work sector.

10.3. The Employee sent for training signs the Training Contract, which sets out the obligations of the Employee to the Employer after such training.

10.4. In case of termination of this Contract at the Employee's initiative or at the Employer's initiative due to the Employee's fault (termination of the employment contract according to paragraphs 4-5), 7-17), 21-22) 25) paragraph 1, article 52 of the Labor Code of the Republic of Kazakhstan) the Employee pays to the Employer expenses associated with his training, in proportion to the unfinished working-off period.

## **11. Promotion Measures**

The Employer ensures creation of necessary organizational and economic conditions for the Employee's normal work and is entitled to apply various types of incentives for success in work and personal achievements established by the Acts of the Employer. Promotions are announced in the relevant orders of the Employer.

## **12. Confidentiality**

12.1. The Employee is obliged to keep confidential and cannot (both during the work under this Contract and for 5 (five) years after the dismissal for any reason) use the Employer's confidential information, for his own profit or any other person's profit, or information of the Employer's respective customers or suppliers, if such confidential information was created or acquired by the Employee in the course of fulfilling his obligations hereunder.

12.2. Confidential information includes, without limitation, official and commercial secrets, information about inventions, products, processes, technical methods, formulas, compositions, components, projects, development programs, plans, research data, financial data, investor relations, potential investors, current financial arrangements, personnel data, plans, cost data, computer programs, customer and supplier lists, and contracts with counterparties or potential counterparties of the Employer, or any company of the Employer or information about such customers, as well as other information that has a confidentiality mark ("Confidential Information").

12.3. The Employee undertakes not to disclose confidential information unless required in connection with the Employee's performance of this Contract, subject to the prior written consent of the Employer, or when such disclosure is required in accordance with the legislation of the Republic of Kazakhstan. This article does not apply to confidential information that was made public not through the Employee's fault.

12.4. The Employee shall not make any statements to the press, media, banks or other financial institutions, financial analysts and / or for other persons not related to the Employer, on behalf of the Employer, as well as statements disclosing the Employer's official and commercial secret.

12.5. Upon termination of this Contract, as well as at any time prior to its termination, the Employee shall, at the request of the Employer, timely, within three working days, provide the Employer with all computer disks or tapes, diskettes, CD Rom, other media, paper, files, financial accounting programs, manuals, letters, records, notebooks and reports on any management, drawn up in the course of fulfilling its obligations under this Contract, as well as any copies and all other materials, including, but not limited to, containing Confidential Information under the control ("Documents") and all other property of the Employer, which was at the Employee's disposal.

12.6. The Employee agrees that he will not bring any confidential material outside the premises of the Employer, unless this is required in connection with his performance of this Contract, without the prior written consent of the Employer.

12.7. The Employee must comply with the current legislation of the Republic of Kazakhstan and prevent damage to the Employer due to the Employee's failure to comply with the requirements of this article.

12.8. In case of the Employee's violation of the provisions of this Article and / or other provisions of this Contract in relation to Confidential Information, the Employee shall be fully liable for damage caused by his fault to the Employer.

### **13. Rights to the results of intellectual activity**

13.1. Any intellectual property created in the course of or in connection with the Employee's performance of his work obligations to the Employer, including, without limitation, objects that are created and will be created in the future, are the sole property of the Employer. These intellectual property items include without limitation: any inventions, products, images, sketches, designs, discoveries, improvements, production methods or technologies, formulas or projects, styles, specifications, databases, computer programs, know-how strategies developed texts of various documents, any data, regardless of whether they are patentable and registered.

13.2. The Employee refuses, in favor of the Employer, to the maximum extent permitted by the legislation of the Republic of Kazakhstan, all property rights (exclusive and non-exclusive) on intellectual property that the Employee may acquire in connection with the performance of labor duties.

13.3. The rights are considered to be transferred from the moment the intellectual property is created.

### **14. Personal data**

14.1. The Employee consents to the collection and processing of his personal data, including cross-border transfer, for the purposes related to implementation by the Employee and the Employer of the rights and obligations under this Contract, implementation by the Employer of business activity, and other purposes established by the Act of the Employer. Personal data is submitted personally by the Employee.

14.2. Protection of the Employee's personal data is provided by the Employer in the manner established by the legislation of the Republic of Kazakhstan;

14.3. In case of a change in personal data, the Employee shall inform the Employer within ten working days.

## **15. Anti-corruption clause**

15.1. The employee undertakes to comply with the Employer's Anti-Bribery and Corruption Policy, aimed at combating corruption at the University and receiving information about possible facts of corruption offenses. The Anti-Bribery and Corruption Policy applies to all University Employees who are in labor relations with it, regardless of the position and functions performed.

15.2. Corruption is understood by the Parties as abuse of the Employee's official position, giving a bribe, receiving a bribe, abuse of authority, commercial bribery or other illegal use by the Employee of his official position contrary to the legitimate interests of the Employer in order to obtain benefits in the form of money, valuables, gifts, other property or services of a property nature, other property rights for oneself or third parties, or illegal provision of such benefits to the specified person by other individuals.

15.3. In order to prevent and combat corruption, the Employee is obliged, as well:

15.3.1. refrain from committing and (or) participating in committing corruption offenses in the interests of or on behalf of the Employer;

15.3.2. refrain from behavior that can be interpreted by others as a willingness to commit or participate in the commission of a corruption offense in the interests or on behalf of the Employer;

15.3.3. immediately inform the immediate supervisor / person responsible for the implementation of anti-corruption policy / management of the Employer about cases of persuading the Employee to commit corruption offenses;

15.3.4. immediately inform the immediate supervisor / person responsible for the implementation of anti-corruption policy / management of the Employer about information that has become known to the Employee about cases of corruption offenses by other employees, counterparties of the University or other persons;

15.3.5. inform the immediate supervisor or other responsible person for the implementation of the anti-corruption policy about the possibility of a conflict of interest for the Employee.

15.4. The procedure for notifying the Employer about incidents of persuading the Employee to commit corruption offenses or information that has become known to the Employee about cases of corruption offenses, as well as measures aimed at ensuring the confidentiality of the information received and protecting the persons who reported corruption offenses, are provided for in the Anti-Bribery and Corruption Policy.

15.5. The Employee knows that for committing corruption offenses he bears criminal, administrative, civil and disciplinary liability in accordance with the legislation of the Republic of Kazakhstan, and in cases stipulated by foreign anti-corruption legislation, to liability provided for by the anti-corruption legislation of the country in which the Employer is registered or with which he is bound in a different way.

## **16. Other conditions**

16.1. Disputes under this Contract shall be resolved in accordance with the legislation of the Republic of Kazakhstan.

16.2. This Contract contains a complete agreement between the Parties. All applications to it are its integral part.

16.3. This Contract is made in two copies in Russian and Kazakh languages, having equal legal force, one copy for each of the Parties.

16.4. Appendixes to this Contract are

16.4.1. Acknowledgement list with the internal regulatory documents of the Employer (Appendix № 1);

16.4.2. Financial liability contract (Appendix № 2).

16.4.3. Confidentiality and non-disclosure agreement (Appendix №3)

**Employer:**

UO "Almaty Management University"  
Republic of Kazakhstan, 050060, Almaty  
Rozybakiyev St., Building 227

BIN 971 240 001 583

Certificate of state re-registration

No. w/n from 07.10.2016

Rector

\_\_\_\_\_ G. Kurenkeeva  
(Signature)

**Employee:**

\_\_\_\_\_  
Address of permanent residence:

\_\_\_\_\_  
information on registration at the place of residence:

\_\_\_\_\_  
ID card № \_\_\_\_\_, Date of issue

\_\_\_\_\_, IIN \_\_\_\_\_

The terms of the employment contract are known(a)

Your copy of the Employment Contract received(s)

\_\_\_\_\_  
(Signature)



