**Contract for the organization and completion of initial professional training and further service in law enforcement agencies**

Kosshy town

" January 4 " 2021year

**State institution "Academy of law enforcement agencies under the General Prosecutor's Office of the Republic of Kazakhstan"**, hereinafter referred to as "Academy", represented by the **Rector of the Academy**,

 *(full name, class rank)*

acting on the basis of the Charter, on the one hand,

citizen(s) of the Republic of Kazakhstan \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(full name)*

hereinafter referred to as "Trainee/person who has completed the initial professional training" on the second side and the **State Institution \_"General Prosecutor's Office of the Republic of Kazakhstan**

 (name of central law enforcement agency)

Kazakhstan, hereinafter referred to as "Law Enforcement Body", represented by **Deputy Prosecutor Genera**l

*(position, full name, class rank/special title/qualification class)*

on the third party, have concluded this Contract as follows:

**1.Subject of the Contract**

1.1 The subject of this Contract is the relationship between the parties arising from the organization and completion of initial professional training, as well as the terms and conditions of further service in law enforcement agencies after the initial professional training until the parties have fully performed their obligations under this Contract.

1.2 The Academy shall organize the professional training of persons enrolled in the initial professional training, and the Law Enforcement Agency shall organize the internship and further employment in the law enforcement service.

1.3 The total period of initial professional training is **one year**\_, and consists of

  *(specify period of training)*

Academy professional training **six months** and

  *(specify period of training)*

an internship in a law enforcement agency **for six months**.

  *(specify period of training)*

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

2.1 The Academy is obliged to:

1) organize initial professional training in accordance with the approved training programs;

2) provide the Trainee with proper training conditions in accordance with the legislation of the Republic of Kazakhstan and this Contract;

3) pay the Student a stipend for the entire period of organization and initial professional training in the amount determined by the Government of the Republic of Kazakhstan;

4) to provide the Student with a hostel from the day of arrival to the Academy for the period of training and final examination, as well as to provide free meals;

5) to make claims to the Student on reimbursement of budgetary funds allocated for his/her training and training-related costs, in proportion to unfulfilled obligations in case of non-fulfillment or improper fulfillment of his/her obligations under this Contract;

6) to demand from the Student to compensate the damage caused to the Academy property in accordance with the legislation of the Republic of Kazakhstan;

7) to notify the Student about the decisions made in respect of him/her within ten working days from the date of the decision;

8) to send the Student for internship in the territorial law enforcement agencies during the period of initial professional training;

9) every six months during three years after graduation from the Academy to request information (certificate) from the place of work from the person who has completed the initial professional training.

2.2 The Academy has the right:

1) to demand from the Student during his/her training to comply with the current legislation of the Republic of Kazakhstan, conditions and obligations stipulated by this Contract, to comply with the established rules (internal regulations, fire safety, dormitory accommodation, etc.) and requirements of the Academy;

2) to demand from the Student to provide within a reasonable time documents to monitor the fulfillment of the terms of this Contract and to establish reasonable terms for their provision;

3) to request from authorized bodies information regarding the Student during the period of his/her training in order to establish facts preventing his/her further training and entry into the law enforcement service;

4) to suspend payment of scholarship to the Listener in case of non-fulfillment or improper fulfillment of the terms of this Contract from the date of establishment of such facts until the issue of his/her further completion of initial professional training is resolved;

5) expel the Student in case of non-fulfillment or improper fulfillment of the terms of this Contract, violation of the current legislation of the Republic of Kazakhstan.

2.3 The Student/person who has completed the initial professional training shall:

1) comply with the requirements of the current legislation of the Republic of Kazakhstan, conditions and obligations stipulated by this Contract, compliance with the established rules (internal regulations, fire safety, living in dormitories, etc.) and requirements of the Academy;

2) attend all types of classes, perform all types of assignments within the established deadlines, timely pass interim examinations and other types of control provided for and approved by the training programs;

3) master knowledge, skills and practical skills within the scope of training programs and individual internship plan;

4) to register at the place of training and internship for the period of initial professional training;

5) ensure academic performance in the course of training not less than a grade equivalent to "satisfactory";

6) to show respect to the teaching, educational, auxiliary and other staff of the Academy, students, law enforcement officers, not to infringe on their honor and dignity;

7) reside in the Academy dormitory for the period of training and final exam;

8) to ensure safety of state property, including the Academy and law enforcement agency;

9) in case of causing material damage to the Academy, law enforcement agency by his/her actions, to compensate the damage in a timely manner and at his/her own expense in accordance with the legislation of the Republic of Kazakhstan;

10) not to disclose official information received during training, internship and service;

11) to comply with the established admission regime;

12) to give written explanations at the request of the management, authorized persons of the Academy and law enforcement agency on the facts of violation of duties and official discipline;

13) to arrive to the law enforcement agency for the internship within the established terms;

14) ensure the fulfillment of the activities provided for by the internship;

15) to immediately report the facts of committing offenses, bringing to administrative or criminal responsibility, as well as participation in criminal proceedings or administrative proceedings;

16) upon completion of initial professional training, to serve in a law enforcement agency for at least three years, with the first year of service to be spent in the assigned position;

17) in case of occurrence of circumstances that complicate the proper fulfillment of obligations and conditions of this Contract, to inform the Academy or law enforcement agency in writing about the impossibility to fulfill the conditions and obligations of this Contract within five calendar days from the moment of occurrence of the relevant circumstances;

18) to reimburse, in accordance with the current legislation of the Republic of Kazakhstan, the budgetary expenses incurred for training, payment of stipend, meals and accommodation during the period of initial professional training in proportion to the unfulfilled obligations in case of non-fulfillment or improper fulfillment of obligations assumed under this Contract;

19) after completion of initial professional training every six months during three years to provide the Academy with information (certificate) from the place of work.

2.4 A trainee/person who has completed initial professional training has the right to:

1) to receive a monthly stipend in the amount determined by the Government of the Republic of Kazakhstan;

2) to receive information about the educational process and academic progress, including through the information portal "e-Academy";

3) to receive quality education in accordance with the established requirements;

4) to address complaints, statements and suggestions to the Academy management or law enforcement body;

5) to leave the Academy territory for valid reasons (family circumstances) in accordance with the established procedure;

6) to demand from the Academy and the law enforcement agency the fulfillment of obligations stipulated by this Contract;

7) to appeal against the decisions of the Academy;

8) exercise other rights provided for by the legislation of the Republic of Kazakhstan.

2.5 The law enforcement agency shall be obliged to:

1) to organize the Trainees' completion of the internship within the established terms and to provide proper conditions for its completion;

2) to send to the Academy internship materials (report, characteristic) on the Student within three working days from the date of completion of the internship;

3) to enroll the Trainees who have received the Certificate of Completion of Initial Professional Training into the law enforcement personnel;

(4) Assign a person who has completed initial training to a position in a law enforcement agency in any region within one month from the date of enrollment in the law enforcement agency's cadre;

(5) Prevent persons who have completed initial professional training during the first year of service from being reassigned to another position.

2.6 The law enforcement agency shall have the right to:

1) to demand from the Listener during his internship and service compliance with the current legislation of the Republic of Kazakhstan, conditions and obligations under this Contract, compliance with the established requirements of the law enforcement agency.

**3.Liability of the Parties**

3.1 For failure of the parties to fulfill their obligations under this Contract, they shall be liable in accordance with the laws of the Republic of Kazakhstan.

3.2 The Trainee shall be subject to expulsion from initial professional training p2.4 The Trainee/person who has completed initial professional training shall have the right to:

1) to receive a monthly stipend in the amount determined by the Government of the Republic of Kazakhstan;

2) to receive information about the educational process and academic progress, including through the information portal "e-Academy";

3) to receive quality education in accordance with the established requirements;

4) to address complaints, statements and suggestions to the Academy management or law enforcement body;

5) to leave the Academy territory for valid reasons (family circumstances) in accordance with the established procedure;

6) to demand from the Academy and the law enforcement agency the fulfillment of obligations stipulated by this Contract;

7) to appeal against the decisions of the Academy;

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2.5 The law enforcement agency shall be obliged to:

1) to organize the Trainees' completion of the internship within the established terms and to provide proper conditions for its completion;

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3) to enroll the Trainees who have received the Certificate of Completion of Initial Professional Training into the law enforcement personnel;

(4) Assign a person who has completed initial training to a position in a law enforcement agency in any region within one month from the date of enrollment in the law enforcement agency's cadre;

(5) Prevent persons who have completed initial professional training during the first year of service from being reassigned to another position.

2.6 The law enforcement agency shall have the right to:

1) to demand from the Listener during his internship and service compliance with the current legislation of the Republic of Kazakhstan, conditions and obligations under this Contract, compliance with the established requirements of the law enforcement agency.

on the following grounds:

1) violation of the current legislation of the Republic of Kazakhstan, labor order and discipline, the Academy Charter, the Academy internal regulations and this Contract;

2) violation of one of the requirements stipulated by paragraphs 49, 54 and 64 of the "Rules of selection for initial professional training and conditions of its completion for persons entering the service of the prosecutor's office, anti-corruption service and economic investigation service, as well as the grounds for their dismissal from the initial professional training", approved by the joint order of the Prosecutor General from June 26, 2020 № 80, Minister of Finance of the Republic of Kazakhstan from July 14, 2020 № 675 and the Chairman of the Agency of the Republic of Kazakhstan on counteraction to corruption, as well as by the Ministry of Finance of the Republic of Kazakhstan.

3) absence from the place of training and/or internship without a valid excuse for more than three days during the entire period of initial professional training;

4) failure to fulfill or improper fulfillment of the terms of this Contract;

5) negative results of the mandatory special inspection.

3.3 A person who has completed the initial professional training and is turned away from the offered position in a particular region of the law enforcement agency shall be subject to dismissal from service in the law enforcement agency.

**4.Conditions for termination of the contract**

4.1 The Contract shall be terminated in the following cases:

1) at the discretion of the Student with mandatory notification of the other Parties to this Contract;

2) expulsion of the Student from the Academy on the grounds stipulated in paragraph 3.2 of this Contract with obligatory notification of the Law Enforcement Body;

3) recognition by the military medical commission of the Listener/person who has completed the initial professional training as unfit or limited fit for service for health reasons;

4) refusal of the Listener to serve in law enforcement agencies within three years after the initial professional training;

5) the Listener's refusal to take the offered position in a particular region;

6) dismissal of the Listener on the grounds provided for in subparagraphs 5), 6), 8), 9), 11), 12) - 17) of paragraph 1 of Article 80 of the Law of the Republic of Kazakhstan "On Law Enforcement Service".

4.2 The trainee/person who completed the initial professional training, with whom the contract is terminated except for subparagraph 3) of paragraph 4.1 of paragraph 4.1 of this Contract shall reimburse, in accordance with the current legislation of the Republic of Kazakhstan, the budgetary expenses incurred for training, payment of stipend, meals and accommodation during the period of initial professional training in proportion to the unfulfilled obligations in case of non-fulfillment or improper fulfillment of obligations assumed under this Contract.

**5.Dispute Resolution Procedure**

5.1 Disagreements and disputes arising in the course of the performance of this Contract shall be settled directly by the parties in order to work out mutually acceptable solutions.

5.2 Matters not resolved by the parties through negotiations and the development of mutually acceptable solutions shall be resolved in accordance with the laws of the Republic of Kazakhstan or in court.

**6. Other terms and conditions**

6.1 This Contract shall come into force from the date of its signing by the parties.

6.2 The terms and conditions of this Contract may be amended and supplemented by mutual written agreement of the parties, in accordance with the procedure established by the current legislation.

6.3 This Contract shall terminate in the following cases:

1) death of the Listener;

2) after full fulfillment of the obligations specified in this Contract by the parties.

6.4 The present Contract is concluded in three copies in Kazakh/Russian languages, having equal legal force. One copy shall remain in the Academy, the second copy shall be sent to the law enforcement agency, the third copy shall be given to the Student.

1. **Addresses, details and signatures of the parties**

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| **“Academy”** State institution of Academy of Law Enforcement Agencies under the General Prosecutor's Office of the Republic of Kazakhstan" **Address**Akmola region, Tselinograd district, Kosshy town, 16, Respublika str,BSN: 150740004700\_\_\_\_\_\_BIC: KKMFKZ2A\_\_\_\_\_\_\_\_\_\_\_\_**Rector:** **Signature:**  | **"Trainee/person who has completed initial vocational training"****Full name:****Address:****Phone:****Email:****Identity card:****Date of issuance:****IIN:****Signature:**  | **"Law Enforcement."**"General Prosecutor's Office of the Republic of Kazakhstan" SI**Address:** 14, Mangilik El str **Position:** Deputy Prosecutor General**Signature:** |