AGREEMENT No. _____

FOR THE PROVISION OF PAID MEDICAL SERVICES (CARE)

Almaty “____” _____ 2023

Citizen _____, full name, IIN _____, identity card No. _____ issued by the Ministry of Internal Affairs of the Republic of Kazakhstan on “____” _____ _____; authorized representative, including representatives of incarcerated persons whose powers of attorney are certified by prison governors and representatives of persons held in pretrial detention whose powers of attorney are certified by detention facility heads: _____, full name, IIN _____, identity card No. _____ issued by the Ministry of Internal Affairs of the Republic of Kazakhstan on “____” _____ _____, power of attorney No. _____, date of issue “____” _____ _____, hereinafter the “Customer”, of the one part,

and Kazakh Research Institute of Eye Diseases, awarded the Order of the Badge of Honor, LLP (legal name: ТОО «Казахский ордена «Знак Почета» научно-исследовательский институт глазных болезней»), represented by General Director Neilya Akhmetovna Aldasheva, acting under the Charter, hereinafter the “Provider”, of the other part, collectively the “Parties”, have entered into this Agreement for the provision of paid medical services (care) as follows:

1. Subject of the Agreement

1.1. The Provider shall render paid medical services (care) _____ (surgery/manipulation/procedure), as specified in Appendix No. 1 to this Agreement, for the amount of _____ (_____) tenge, excluding VAT.

1.2. The Provider shall render medical services (care) to the Customer from “___” _____ 2023 to “___” _____ 2023.

1.3. The Customer shall pay the Provider for the medical services (care) in accordance with Clause 2.1 of this Agreement.

2. Payment Procedure

2.1. The Customer shall make 100% advance payment for the Provider’s medical services (care) specified in Clause 1.1 of this Agreement in accordance with the current Price List.

2.2. If additional paid medical services (care) not provided for by this Agreement become necessary, the Provider shall, with the Customer’s consent, adjust the Agreement amount to reflect the actual volume of medical services (care) rendered. The additional amount and payment method shall be agreed with the Customer and recorded in a supplementary agreement.

2.3. The Provider shall issue documents confirming payment to the Customer in accordance with the applicable legislation of the Republic of Kazakhstan.

2.4. If a service is terminated early, the Provider shall refund the difference between the amount paid and the medical services (care) actually provided, except where the Customer has breached the terms of the Agreement.

3. Obligations of the Parties

3.1. The Provider shall:

3.1.1. Ensure the provision of medical services (care) in accordance with clinical protocols for diagnosis and treatment; where no clinical protocol exists for the relevant condition, apply generally accepted approaches and evidence-based medicine as medically indicated.

3.1.2. Take all measures to ensure the highest possible level of Customer satisfaction with the results of the medical services (care).

3.1.3. Provide documents indicating the types and volume of medical services (care) rendered, including a consultation report/extract from the medical history and, at the Customer’s request, an invoice issued within the applicable time limits in accordance with the Tax Code of the Republic of Kazakhstan.

3.1.4. Maintain medical confidentiality in accordance with Article 273 of the Code of the Republic of Kazakhstan “On Public Health and the Healthcare System”.

3.1.5. Receive patients by prior appointment only.

3.2. The Customer shall:

3.2.1. Comply with the Provider’s rules governing its operations and working hours.

3.2.2. Comply with the legislation of the Republic of Kazakhstan when receiving medical services (care) under the Agreement.

3.2.3. Notify the Provider of refusal of a medical service (care) or any part thereof at least one day before the scheduled service date specified in the Agreement.

3.2.4. Make 100% advance payment for the medical services (care).

3.2.5. Before services commence, disclose to the Provider all information necessary for their provision, including medication use and individual conditions that may affect service delivery or outcomes, and strictly follow the Provider’s instructions relating to such services.

3.2.6. Present identification (identity card, passport, residence permit, birth certificate, etc.) and bear personal responsibility for the accuracy of the information contained in the document.

3.2.7. Treat the Provider’s property with care.

3.2.8. Refrain from actions infringing the rights of third parties (the Provider’s patients).

3.2.9. Follow the Provider’s recommendations.

3.2.10. Not be present at the Provider’s medical facility in an aggressive or inappropriate condition or under the influence of alcohol, drugs or other intoxicants.

3.2.11. Observe ethical standards and refrain from disrespecting medical personnel through abusive language, obscene gestures (signs) or objects, including through mass media or telecommunication networks, indecent behavior or insulting harassment.

3.2.12. Enter a doctor’s office only when invited; entering without an invitation while an appointment is in progress is prohibited.

3.2.13. Observe personal hygiene rules.

3.2.14. During epidemics (acute respiratory viral infections, etc.), maintain social distancing and use personal protective equipment, including gauze or other masks intended to prevent respiratory infection.

3.2.15. Read and sign informed consent before every invasive intervention.

3.2.16. The Customer and accompanying persons shall take care of property while visiting the Provider’s premises. If any property is damaged, destroyed or impaired, the responsible person shall voluntarily compensate the damage within seven (7) working days after a claim is made; otherwise, the administration may recover it according to law.

3.2.17. During the term of this Agreement, refrain from self-treatment or following the recommendations of, or receiving treatment from, healers, alternative medicine practitioners or doctors from other medical institutions without first agreeing such actions with the attending doctor.

3.2.18. Immediately inform the Provider of any deficiencies discovered when accepting the results of the services. If no objections are raised upon acceptance, or the Customer refuses acceptance after completion without justified grounds, the services shall be deemed rendered and their results accepted without objection or comment.

3.2.19. If the Customer refuses services before completion, the Customer shall reimburse the Provider for actual expenses incurred by the time notice of refusal is received, including resources, reagents, medicines, consumables and other costs. Refusal after a service has been completed is permitted where justified grounds are established by agreement of the parties or by appropriate expert examination.

4. Rights of the Parties

4.1. The Customer has the right to:

4.1.1. Choose the attending physician from among doctors providing paid medical services (care).

4.1.2. Obtain expert assessment of the quality of treatment and justification of medical prescriptions under Order No. ҚР ДСМ-230/2020 of the Minister of Health of the Republic of Kazakhstan dated 3 December 2020 “On Approval of the Rules for Organizing and Conducting Internal and External Expert Assessments of the Quality of Medical Services (Care)” (registered under No. 21727).

4.1.3. Initiate verification of the progress and quality of services rendered at any time without interfering in the Provider’s activities.

4.1.4. Request further explanations of their health condition and proposed diagnostic and treatment methods if previous explanations were unclear.

4.2. The Provider has the right to:

4.2.1. Discontinue treatment early if the Customer violates the rules set out in this Agreement.

4.2.2. Render services ahead of schedule.

4.2.3. Unilaterally extend service deadlines owing to circumstances beyond the Provider’s control, including inconclusive laboratory results or third parties’ acts or omissions.

4.2.4. Unilaterally refuse to provide services without compensating the Customer’s losses and require payment for services actually rendered before termination in the following cases:

4.2.4.1. The Customer fails to comply with the service procedure or conditions, including where this makes service delivery impossible.

4.2.4.2. Contraindications to treatment or preventive measures are identified.

4.2.4.3. The Customer fails to follow the Provider’s recommendations.

4.2.4.4. The Customer refuses to execute documents required for specific services and/or to sign voluntary informed consent.

4.2.4.5. Safe service delivery cannot be ensured.

4.2.4.6. Services may have adverse consequences for the Customer.

4.2.4.7. The Customer refuses to comply with the Agreement and/or receive a service.

4.2.4.8. The Customer is aggressive, behaves inappropriately or is under the influence of alcohol, drugs or other intoxicants.

4.2.4.9. The Customer fails to observe ethical standards.

4.2.5. In the event of unilateral refusal to provide services by the Provider, or refusal by the Customer to comply with the Agreement or receive services, the Provider may deduct actual expenses incurred from any amount paid that would otherwise be refunded.

4.2.6. If the Provider unilaterally refuses services on the grounds specified in Clauses 4.2.4.3, 4.2.4.7, 4.2.4.8 and 4.2.4.9, it may deduct actual expenses incurred from any refundable amount.

4.2.7. If the Customer violates the instructions, recommendations or prescriptions of medical staff, the Provider may terminate this Agreement upon discovering the violation, provided that ending the medical services does not threaten the Customer’s life or the health of others. The cost of services actually rendered shall not be refunded and the Provider shall not be liable for any possible deterioration in the Customer’s health.

4.2.8. The Provider’s staff may refuse service to the Customer if the conduct rules set out in this Agreement are not observed.

4.2.9. The Provider may refuse to provide services until the Customer has complied with the prior-appointment requirement, without any penalties being applied to the Provider.

5. Liability of the Parties

5.1. The Provider shall be liable for breaches in the provision of paid medical services:

5.1.1. Provision of medical services of improper scope or quality.

5.1.2. Charging twice for the same medical service (from the Customer and from budgetary funds).

5.2. In the event of nonperformance or improper performance of obligations under this Agreement, the parties shall be liable under the laws of the Republic of Kazakhstan.

5.3. The Customer shall be liable for late reimbursement of the Provider’s costs for medical services (care) actually rendered.

5.4. All disputes and disagreements arising from nonperformance or improper performance of the parties’ obligations under this Agreement shall be resolved according to the civil legislation of the Republic of Kazakhstan.

5.5. If the Customer breaches Clause 2.1 of Article 2 of this Agreement, the Provider shall withhold a penalty of 0.5% of the Agreement amount for each day of delay.

5.6. Payment of a penalty shall not release the parties from performance of their obligations under this Agreement.

6. Force Majeure

6.1. The parties shall not be liable for failure to perform the Agreement caused by force majeure circumstances.

6.2. The Provider shall not be liable for penalties or termination resulting from nonperformance where a delay in performance is caused by force majeure.

6.3. For purposes of this Agreement, “force majeure” means an event beyond the parties’ control and unforeseen in nature, including, without limitation, hostilities, natural disasters and other events.

6.4. In the event of force majeure, the Provider shall promptly notify the Customer or their authorized representative of the circumstances and causes within one or more working days. Unless otherwise instructed in writing by the Customer or representative, the Provider shall continue to perform its obligations as far as reasonably practicable and seek alternative means of performance not affected by force majeure.

7. Amendment and Termination of the Agreement

7.1. The terms of this Agreement may be amended or supplemented by written agreement of the parties.

7.2. The parties shall notify each other of their intention to terminate the Agreement early within three or more working days.

7.3. This Agreement may be terminated by mutual agreement of the parties or by court order on grounds stipulated in the civil legislation of the Republic of Kazakhstan.

8. Final Provisions

8.1. Neither party may transfer its obligations under this Agreement to a third party without the other party’s written consent.

8.2. This Agreement enters into force when signed by both parties and remains effective until all obligations have been fulfilled, unless terminated early.

8.3. This Agreement is executed in two counterparts of equal legal force, one held by the Customer or authorized representative and the other by the Provider. The Agreement may be concluded on paper or electronically in accordance with the civil legislation of the Republic of Kazakhstan.

8.4. All disputes between the Customer and Provider relating to performance of this Agreement shall be resolved according to the civil legislation of the Republic of Kazakhstan.

8.5. For all matters not regulated by this Agreement, the parties shall be guided by the civil legislation of the Republic of Kazakhstan.

9. Addresses and Details of the Parties

CUSTOMER PROVIDER

Kazakh Research Institute of Eye Diseases, awarded the Order of the Badge of Honor, LLP (legal name: ТОО «Казахский ордена «Знак Почета» научно-исследовательский институт глазных болезней»)

Address: 95A Tole Bi Street, Almaly District, Almaty, Republic of Kazakhstan

БСН / BIN: 990240009173

Bank RBK AҚ / JSC Bank RBK

ЖСК / Account: KZ8482110W5010000026

БСК / BIC: KINCKZKA; КБе / KBe: 17

Тел. / Tel.: 8 (727) 233 17 86

Customer’s signature: _____

General Director / N. A. Aldasheva: _____

Seal

Appendix No. 1 to the Agreement

To Agreement No. 2023/_____ for the Provision of Paid Medical Services (Care)

LIST OF SERVICES

No.	Service No.	Service name	Type / unit	Qty	Price (KZT)	Amount (KZT)
1						
2						
3						
4						
5						
6						
7						

Total amount: _____ tenge.

CUSTOMER PROVIDER

Kazakh Research Institute of Eye Diseases, awarded the Order of the Badge of Honor, LLP (legal name: ТОО «Казахский ордена «Знак Почета» научно-исследовательский институт глазных болезней»)

Address: 95A Tole Bi Street, Almaly District, Almaty, Kazakhstan

BIN: 990240009173; Bank RBK; KZ8482110W5010000026; BIC KINCKZKA; KBe 17

Tel.: 8 (727) 233 17 86

Customer’s signature: _____

General Director N. A. Aldasheva: _____

Seal