

PUBLIC OFFER

to Conclude a Contract for the Provision of Charitable Assistance

This public offer, published on the official website <https://korkyt.edu.kz/ru/page/129> (hereinafter referred to as the **Website**), is addressed to individuals, organizations, legal entities, as well as any other subjects of civil law, and constitutes an official public proposal of the Corporate Fund "**Korkyt ata endowment**" (hereinafter referred to as the **Fund**), located at the address: Republic of Kazakhstan, Kyzylorda city, Aiteke bi street, 29A, represented by the Director **Marzhan Bekzatkhanovna Bazarkhanova**, acting on the basis of the Charter, to conclude a contract for the provision of charitable assistance under the terms set forth below.

In accordance with **Article 396 of the Civil Code of the Republic of Kazakhstan**, full and unconditional acceptance (acceptance) of the terms of this public offer shall be deemed the transfer by an individual or legal entity of any monetary amount (in tenge) as charitable assistance to the Fund's bank account, in accordance with and on the basis of this public offer (hereinafter referred to as the **Offer**).

The Fund is a non-profit organization established in the form of a foundation and operates on the basis of the Charter approved by the Order of the Chairman of the Board - Rector dated March 17, 2021 (hereinafter referred to as the **Charter**), in accordance with the Law of the Republic of Kazakhstan dated November 16, 2015 No. 402-V "On Charity", the Law of the Republic of Kazakhstan dated January 16, 2001 No. 142-II "On Non-Profit Organizations", and other regulatory legal acts of the Republic of Kazakhstan, and possesses the necessary rights to accept charitable and sponsorship assistance for the purposes of carrying out its statutory activities.

Definitions Used in This Offer:

- **Benefactor (Donor)** – an individual, organization, legal entity, or any other subject of civil law who voluntarily, using their own funds free from third-party rights, has decided to accept this Offer and provide charitable assistance to the Fund;
- **Charitable Assistance** – any amount of money transferred by the Benefactor to the Fund in accordance with and on the basis of this Offer;
- **Bank Account** – the settlement bank account of the Fund, the details of which must be used by the Benefactor when providing Charitable Assistance to the Fund and which are specified in Clause 3.1 of this Offer.

1. Activities of the Fund

1.1. Subject matter and objectives of the Fund in accordance with the Charter.

1.2. The Fund is established and operates in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Non-Profit Organizations", other regulatory legal acts, as well as its Charter.

1.3. The Fund is a non-profit organization operating in the social sphere and established for the purposes defined in the Charter. The property of the Fund is formed from voluntary donations, charitable contributions, income from activities permitted by law, as well as other receipts not prohibited by the legislation of the Republic of Kazakhstan.

1.4. All income from the Fund's activities is directed toward achieving the goals set forth in its Charter, namely: achieving objectives in the fields of education, science, culture, and sports; supporting youth policy and youth initiatives; assisting in the development and strengthening of the material and technical base of the University, including territory improvement, renewal of library collections, reconstruction and repair of premises; establishment of named grants and scholarships for students; participation in charitable activities; organization, conduct, or assistance in conducting charitable events; and providing other forms of material support to University students.

1.5. The purpose of the Fund is to attract funds and finance educational, research, social, cultural, charitable, and innovative activities of the structural divisions of the Non-Profit Joint-Stock Company "Korkyt Ata Kyzylorda University", as well as to provide financial and other charitable assistance that contributes to the promotion and development of the University.

2. Subject of the Offer

2.1. The Benefactor personally and gratuitously transfers to the Fund funds free from third-party rights into the ownership of the Fund by transferring them to the Fund's Bank Account using the details specified in Section 3 of this Offer as Charitable Assistance, and the Fund undertakes to use such funds strictly in accordance with the goals and objectives specified in the Fund's Charter.

2.2. Charitable Assistance shall be deemed provided from the moment the funds are credited to the Fund's Bank Account, and the Fund's obligations shall be deemed fulfilled from the moment the charitable assistance is fully utilized for the purposes stipulated in the Charter.

3. Procedure and Conditions for Providing Charitable Assistance

3.1. The Benefactor transfers Charitable Assistance exclusively in tenge to the Fund's bank accounts, the details of which are provided below:

JSC "Halyk Bank of Kazakhstan"

BIC: HSBKKZKX

BIN/IIN: 211140015874

IBAN: KZ17601A201000285001 (KZT)
KBE: 18

JSC “Kaspi Bank”

BIC: CASPKZKA

BIN/IIN: 211140015874

IBAN: KZ73722S000034998941

KBE: 18

3.2. In the payment purpose, the Benefactor shall indicate:

“Transfer of charitable assistance under the charitable assistance agreement.”

3.3. The transfer of Charitable Assistance by the Benefactor to the Fund's Bank Account shall be considered acceptance of this Offer.

3.4. Funds shall be deemed transferred to the Fund from the moment they are credited to the Fund's Bank Account.

4. Dispute Resolution

4.1. All disputes and disagreements that may arise between the Parties on issues not reflected in the text of this Offer shall be resolved through negotiations or by sending letters/claims.

4.2. If disputes are not resolved during negotiations, all disputes shall be resolved in accordance with the procedure established by the current legislation of the Republic of Kazakhstan.

5. Final Provisions

5.1. The contract shall be deemed concluded at the moment the Benefactor's Charitable Assistance is credited to the Fund's Bank Account (acceptance of this Offer).

5.2. The Benefactor shall not have the right to demand the return of the amount of Charitable Assistance transferred to the Fund's Bank Account.

5.3. The Fund has the right at any time to refuse Charitable Assistance without explanation by returning the received funds to the Benefactor.

5.4. In all other matters not provided for by this Offer, the Parties shall be guided by the current legislation of the Republic of Kazakhstan.

6. Fund Details

Corporate Fund “Korkyt ata endowment”

BIN: 211140015874

Registered address:

Republic of Kazakhstan, Kyzylorda city, Aiteke bi street, 29A

BIC: HSBKKZKX
IBAN: KZ17601A201000285001 (KZT)
JSC "Halyk Bank of Kazakhstan"

Director: 

Marzhan B. Bazarkhanova

