# CONTRACT № \_\_\_\_\_\_

**Providing additional educational services for the preparation of the student for mastering professional educational programs in Russian language**

Stavropol «\_\_\_\_\_»\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

The Federal State Budget Educational Institution of Higher Education "Stavropol State Agrarian University" (FSBEU HE Stavropol SSU), based on the unlimited license registration number 1887, series 90L01 No. 0008917, issued on January 20, 2013 by the Federal Service for Supervision in Education and Science of the Russian Federation and certificates of state accreditation, series 90A01 No. 0001847 (registration No. 1754) valid until 29.04.2020, issued on March 17, 2016 by the Federal Service for Supervision in Education and Science of the Russian Federation , hereinafter referred to as the **"Contractor"**, represented by the Director of the Institute of Additional Professional Education of the State Educational Institution of Higher Professional Education of Stavropol State University, Associate Professor Lisova Olga, acting on the basis of the Power of Attorney No. 15-23 / 06-112 of 08.09.2016, on the one hand,

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(Full name of the person enrolled for training)

hereinafter referred to as the **"Customer"**, on the other hand, guided by the Law No 273-FZ "On Education in the Russian Federation" (under the text - the Law) have made this agreement as follows:

###### 1 Subject of the contract

1.1 The Contractor undertakes to provide the educational service at the Preparatory Department for foreign citizens of the Center for Pre-University Training, and the Customer undertakes to pay for the education on the additional general educational program **"Russian as a Foreign Language"** in the specialization: Engineering, technical, humanitarian, economic, science, medical (underline as appropriate), by full-time education, within the federal state educational standard or educational standard in accordance with the curriculum Including individual and educational programs of the Contractor.

1.2 The term of educational program mastering (duration of training) at the time of signing the Agreement is from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , in the amount of 2376 academic hours.

1.3 After mastering the educational program for the Trainee and successfully passing the final certification, he is given a document on the completion of training (certificate of the established sample).

In the case of non-completion of the final certification or receiving unsatisfactory results by the Student, as well as the development of part of the educational program and (or) deductions from the University, Student is given a certificate of education or a period of study according to the model established by the University.

**2 Rights and obligations of the Contractor, the Customer, the Student**

***2.1 The Contractor has the right:***

2.1.1 Independently implement the educational process, establish evaluation systems, the forms, order and frequency of the intermediate certification of the Customer;

2.1.2 To apply to the Student the measures of encouragement and disciplinary measures in accordance with the legislation of the Russian Federation, the constituent documents and the Rules of the Internal Labor Rules of the Contractor, this Agreement and the local regulatory acts of the Contractor.

2.1.3 To transfer the Student to another direction, specialty or form of training in accordance with the procedure established by the University.

***2.2 The Customer (Student) has the right:***

2.2.1 Receive information from the Contractor on the organization and provision of proper services provided for in this Agreement.

2.2.2 The Customer is granted academic rights in accordance with Part 1 of article 34 of the Law. The Customer also has the right:

2.2.3 To advert to the Contractor concerning the process of studying at the University, to receive full and reliable information on the organization and provision of proper services provided for in Section 1 of this Contract, on assessing their knowledge, skills, and criteria of this evaluation.

2.2.4 Participate in social, cultural, recreational, etc. events, all kinds of scientific research works, conferences, to present their works for publication, including in the publications of the University.

2.2.5 To use the library fund, specialized audiences, laboratories and other property of the Contractor, which is necessary for the implementation of the educational process, during the classes provided for by the schedule in accordance with the procedure established by the local regulatory acts of the Contractor.

2.2.6 To receive additional educational services provided by the Contractor and not included in the educational program, on the basis of additional contract.

**3 Duties of the Contractor and the Customer**

***3.1 The Contractor is obliged:***

3.1.1 To enroll the Student who fulfilled the established by the legislation of the Russian Federation, the constituent documents, the local normative acts of the Contractor, the conditions of admission, as a listener. The order to enroll in the University of the Student is formalized only after the payment of the elective fee for the first term or for the entire period of study in accordance with section 4 of this Contract.

3.1.2 To provide the Customer with information containing information on the provision of paid educational services in the manner and scope provided for by the Law.

3.1.3 Organize and ensure the proper provision of educational services provided for in Section 1 of this Contract.

3.1.4 Issue the completion certificate (certificate of the established type) to the Student after successfully mastering the educational program in accordance with the curriculum, all types of intermediate certifications and final certification, paying for the training in full.

3.1.5 Provide the Student with the right to use educational, scientific and cultural purposes a library fund, specialized audiences and laboratories.

3.1.6 Respect the personality of the Student, prevent physical and psychological violence, ensure the conditions for strengthening the moral, physical and psychological health, emotional well-being of the Student.

3.1.7 The Contractor shall not be liable for the employment of the Student after the expiration of his / her studies at the University.

***3.2 The Customer is obliged:***

3.2.1 Duly pay a fee for the provided educational services specified in Section 1 of this Contract in the amount and in the order determined by this Contract, and also provide payment documents confirming such payment.

3.2.2 Observe the requirements established in Article 43 of the Law, including:

3.2.3 To attend all types of classes in accordance with the training schedule and notify the Contractor about the valid reasons for his absence at the classes, to master the educational program in accordance with the federal state educational standard by type, level of education, the orientation of the educational program and the form of training specified in clause 1.1. of this Contract.

3.2.4. During the training period, be disciplined, fulfill all the requirements of the University Charter, the Rules of Internal Work Regulations established at the University, the Regulations on the current monitoring of progress and passing the intermediate certification of students at the University, orders of the rector (vice-rectors), and other persons of the University management staff; Comply with the academic discipline and generally accepted standards of conduct, show respect for the scientific and pedagogical, administrative-economic, teaching and support and other staff of the University and other students, do not encroach on their honor and dignity.

3.2.5 Duly provide all the necessary documents upon admission to the University and in the process of training, as well as ensure that all necessary documents are provided to the University, relevant institutions and organizations.

3.2.6 Take care of the Contractor's property. To bear pecuniary responsibility to the Contractor for financial loss, as well as loss intentionally caused to the Contractor's business reputation, do not commit misconduct, discrediting both the Contractor and the Student.

3.2.7. Provide the Contractor with the following documents for registration at the place of temporary residence: passport, visa, migration card, within 3 days from the moment of entry into the Russian Federation.

3.2.8. Provide the Contractor with his / her documents (passport, visa, migration card) 30 days before the expiry of the visa for the extension of the period of stay and the validity of the visa.

3.2.9. Leave the Russian Federation before the expiry of the stay and the validity of the visa.

3.2.10. In the case of deductions from the University, leave the territory of the Russian Federation after the cancellation of the study visa and the issuance of a transit visa within the timeframes specified by the Federal Migration Service of Russia for the Stavropol Territory.

3.3 The Customer undertakes not to enter into any financial and economic relations with the instructors and employees of the Contractor, which are not stipulated by the legislation of the Russian Federation and normative documents of the University.

**4. The cost of educational services, terms and procedure for their payment**

4.1. The total cost of services at the time of admission to the University, taking into account inflation, is set at a rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) rubles and will be paid according to the procedure established by \_\_\_\_\_\_\_\_\_\_\_\_\_. (The number of the variant is indicated)

4.1.1. **Version number 1:** The Customer pays for educational services to the Contractor for the entire period of training from the moment of signing this contract until the order on enrolling the student is issued in the amount specified in clause 4.1. of the Contract. \_\_\_\_\_\_\_\_\_\_\_ **(Customer's signature)**

4.1.2. **Version number 2:** Payment for the first term of training is made by the Customer from the moment of concluding this contract until the order on enrolling the student is issued, in the amount of ⅓ of the amount specified in clause 4.1. of the Contract;

- for the second term - up to \_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of ⅓ from the amount specified in clause 4.1. of this Contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Customer's signature);**

- for the third term - up to \_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of the remaining amount specified in clause 4.1. of this Contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Customer's signature);**

4.2. Payment for training is made by the Customer in non-cash order to the personal account or in cash to the Contractor's cash desk. The day of payment is the day in which the Customer paid the tuition fees provided for in this Contract.

4.3The tuition fee does not include the cost of transferring funds. All expenses related to the transfer of funds under this Contract shall be borne by the Customer.

4.4. In case of violation of the payment conditions specified in clause 4.1 of this Contract, the Contractor is entitled to charge the Customer a fine of 0.3% of the unpaid amount for each calendar day of delay in payment.

4.5. The increase in the cost of educational services after the conclusion of this Contract is not allowed.

# 5 Grounds for amending and terminating the Contract

The conditions on which this Contract is concluded may be changed by agreement of the Parties or in accordance with the legislation of the Russian Federation.

5.1 This Contract may be terminated by agreement of the Parties, and:

5.1.1 At the initiative of the Contractor unilaterally in the cases provided for in paragraph 21 of the Rules for the provision of paid educational services approved by the Resolution of the Government of the Russian Federation from August 15, 2013 N 706, and also in case of delay (partial delay) for 1 (one) month from the day and in the amount specified in clause 4.1. of this Contract, payment of the cost of paid educational services;

5.1.2 The grounds for termination of the Contract by the Contractor unilaterally are also the deduction of the Student from the University for:

- non-fulfillment of the curriculum or an unsatisfactory mark at the final certification;

- For breach of duties stipulated by the Charter, Rules of internal labor regulations and Rules of residence in the hostel of the University, other local acts of the University;

- in case of the entry into force of the conviction of the court, by which the Student is sentenced to deprivation of liberty or to other punishment that excludes the possibility of continuing education;

- the commission of the defaming act defaming the title "Student FSBEI HE Stavropol SAU";

5.1.3 The contract on education is terminated on the basis of the administrative act of the University on the expulsion of the Student from the University.

5.1.4 At the initiative of the Customer, including the transferring the Student to continue the education at another organization that carries out educational activities, the transition from paid education to free education. In this case, the Contract shall be deemed terminated from the date determined by the relevant order. Educational services provided to the Student prior to the issuance of the relevant order are payable in proportion to the period of study;

5.2 The Customer has the right to refuse to execute the Contract provided that the Contractor actually pays for the expenses incurred by the Contractor. The Student has the right to cancel this Contract only with the written consent of the Customer, provided that the Contractor pays the actually incurred expenses by the Contractor.

5.3 If the Student is expelled from the University, regardless of the reasons for the deduction, the amount paid for the training is returned, minus the actual costs incurred by the Contractor. The Contractor has the right to refuse to fulfill the obligations under the Contract provided that the Learning Loss is fully reimbursed.

5.4 Termination of this contract is the basis for the expulsion of the Student from the University.

5.5 In case of unilateral refusal of the Customer and (or) the Student from the performance of the Contract on Education, the Customer can terminate the Contract at any time by written notification to the Contractor not later than 10 days before the expected date of termination of the Contract.

5.6 If the training is successfully completed in terms of the type, level of education and focus of the educational program and the completion of the final certification specified in 1.1. of Contract relations are terminated.

5.7 All disputes and disagreements between the parties are resolved by finding a mutually acceptable solution, and if this is not possible, then in the order established by the current legislation.

**6 Responsibility of the Contractor and the Customer**

6.1 For failure to perform or improper performance of their obligations under the Contract, the Parties bear the responsibility provided for by the legislation of the Russian Federation, the Rules for the provision of paid educational services approved by Government Decree No. 706 of August 15, 2013 and this Contract.

6.2 The Student bears disciplinary responsibility (including expulsion from the University) for violating the University Charter, the Rules of the Internal Work Order of the University, the Rules of Internal Regulations of Students, the Rules of Residence in the University Hostel, for Academic Failure, and also for non-compliance with other conditions established by this Contract and local regulatory enactments of the University.

6.3 The expulsion of the Student does not entail the termination of his obligation to pay the debt for the educational services provided and the interest provided for in 4.3. of this Contract.

6.4 The responsibility for the correctness of completing all the sections of this Contract is on the Customer of the educational services, with the exception of Sections 1 and 4, for which the Contractor is responsible.

**7 Term of the contract and other conditions**

7.1 This Contract shall enter into force on the date of its conclusion by the Parties and shall remain in force throughout the entire period of training of the Student until the Parties fulfill their obligations.

7.2 If the impossibility of the performance of this Contract has arisen due to circumstances not depending on the will of the parties, educational services of the Contractor before the occurrence of the said circumstances are to be paid in full.

7.3 With the certificate of state registration, with the University Charter, the license for educational activities, with the certificate of state accreditation, the Rules of internal labor regulations of the University, the Rules of internal regulations for students, the Regulation "About paid educational services provided by the FSBEI HE Stavropol SAU" Educational services at the University, the Code of Honor and other local normative acts of the University, the Customer is acquainted and agrees.

7.4 The information specified in this Contract corresponds to information posted on the official website of the Contractor on the Internet as of the date of this Contract.

7.5 Under the period of the provision of educational services (the period of study) is understood the time interval from the date of issuing the order on enrolling the Student to the University until the date of the publication of the order for the completion of training or expulsion of the student from the University.

7.6 This Contract is made in 3 (three) copies (two copies - to the Contractor, one - to the Customer), having equal legal force.

7.7 Disputes between the Parties are resolved through negotiations. Disputes and disagreements, not settled through negotiations, are subject to resolution in court. Term of consideration by the Contractor of the requirements of the Customer and the Consumer can not exceed 10 days.

7.8 The amendments to the Contract are formalized by additional agreements to the Contract

# 8 Legal requisites of the parties

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| **«Contractor»**  **FSBEI HE Stavropol SAU**  Address: 355017, Stavropol,  Zootechnical, 12  ИНН 2634003069, КПП 263401001  УФК по Ставропольскому краю (2133 ФГБОУ ВО Ставропольский ГАУ)  л/с 20216Х49680  р/с 40501810700022000002 в Отделение Ставрополь г. Ставрополь  БИК 040702001  КБК 00000000000000000130  tel.35-22-82, 35-22-85,fax, 34-58-70  **Director of IAPE**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ O.M. Lisova**  М.П. | **«Customer»**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (full name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (passport, series, number, issuing authority, date of issue)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (registration address)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (telephone)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |

The contract was drawn up on the basis of an approximate form approved by the Order of the Ministry of Education and Science of the Russian Federation of November 21, 2013 No. 1267