

**CONTRACT No**  
**IN ODESSA STATE ACADEMY OF CIVIL ENGINEERING AND**  
**ARCHITECTURE**

Odessa

«\_\_\_\_\_»\_\_\_\_\_20

The Odessa State Academy of Civil Engineering and Architecture duly represented by the Rector Anatoliy Kovrov, who acts on the basis of the Statute of University (hereinafter referred to as the "Executant") and

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(surname, name, date of birth)

(hereinafter referred to as "Customer") have concluded the present contract as follows:

**Subject of the contract**

1. The subject of the contract is providing of educational services.

The Executant undertakes the responsibilities for training of the Customer financed by the Customer on \_\_\_\_\_(a full-time/ part-time) basis with providing a \_\_\_\_\_ degree in \_\_\_\_\_ in the period from \_\_\_\_\_20\_\_\_\_, before the date of the Customer's curriculum implementation and diploma issuance.

**Responsibilities and rights of the Executant**

2.The Executant is obliged:

1) to provide the Customer with an educational service at the level of higher education standards;

2) to ensure compliance with the Rights of the Customer as a participant of the educational process;

3) to issue the Customer a document on higher education of the state standard, provided that the Customer fulfills the curriculum in the amount necessary for obtaining a certain degree of higher education;

4) to inform the Customer about the rules and requirements for the organization of the provision of educational services, its quality and content, about its rights and obligations during the provision of educational services.

3.The Executant has the right to:

1) in case of deduction of the Customer to require him to pay the cost for the actual received educational service on the date of termination of the contract.

2) to expel the Customer:

-at the Customer's own request;

-for failure to perform all kinds of works provided by the training program;

-for gross violation of the internal regulations;

-for violating the terms of this contract;

-in other cases stipulated by law.

## **Responsibilities and rights of the Customer**

4. Timely payment for educational service in the amounts and in the manner prescribed by this contract, implementation of the order №1541 of the Ministry of Education and Science of Ukraine of 01.11.2013 as amended by №1272 of the Ministry of Education and Science of Ukraine of 11.12.2015.

5. The Customer has the right to request from the Executant:

- 1) provision of educational services at the level of higher education standards;
- 2) ensuring the observance of rights in accordance with the current legislation and the Charter of the Executant.

### **Fee for the provision of educational services and the procedure for settlements**

6. The amount of the fee for the provision of educational services is fully established in the national currency, while the Executant has the right to change the amount of tuition fees no more than once a year and not more than the officially determined level of inflation for the previous calendar year with the obligatory informing of the Customer.

7. The total cost of educational services for the whole period of study is

\_\_\_\_\_ (the amount in numbers and letters)  
dollars by NBU rate on the day of payment.

Including for each calendar year:

20 /20 \_\_\_\_\_ \$ (NBU);    20 /20 \_\_\_\_\_ \$ (NBU) ;  
20 /20 \_\_\_\_\_ \$ (NBU);    20 /20 \_\_\_\_\_ \$ (NBU).

The customer makes a fee \_\_\_\_\_ no later than \_\_\_\_\_

### **Liability of the parties for non-fulfillment or improper fulfillment of obligations**

8. For non-fulfillment or improper fulfillment of the obligations of this contract, the parties shall be liable in accordance with the law and this contract.

9. In case of violation by the Customer of the term of payment for educational services, the Customer shall be expelled from the Academy, and the contract shall be terminated.

10. For late payment of educational services The Academy has the right to charge the Customer a penalty in the amount of double discount rate of the NBU from the unpaid amount for each day of delay.

11. In case of early termination of the contract due to violation by the Executant of contractual obligations or on the initiative of the Customer, in case of expulsion of the Customer (except when the Customer is expelled due to non-fulfillment of duties specified in Article 63 of the Law of Ukraine "On Higher Education") the funds paid by

the Customer as a tuition fee are returned to him in the amount of payment for part of the service not provided for the date of termination of the contract.

12. In case of early termination of the contract in connection with violation of contractual obligations by the Customer or failure to fulfill the obligations specified in Article 63 of the Law of Ukraine "On Higher Education", the funds made by the Customer remain with the Executant and are used to perform his statutory tasks.

### **Termination of the contract**

13. The contract is terminated:

1) with the agreement of the parties;

2) if the fulfillment by one of the parties of the contract of its obligations is impossible in connection with the adoption of normative legal acts that changed the conditions established by the training contract, and another party does not agree to amend the contract;

3) in case of liquidation of a legal entity (the Executant), if a legal entity that is the successor of the liquidated party is unspecified;

4) in case of expulsion of an individual (the Customer) from the educational institution in accordance with the legislation;

5) by court decision in case of violation or non-fulfillment of the terms of the contract.

14. The contract is temporarily suspended, and the term of provision of educational services, respectively, is extended in case of granting the customer academic leave in connection with a disease, a maternity leave and with the conscription for a valid service in the armed forces of Ukraine in accordance with the legislation for the term of such leave / or conscription, which are amended to the contract.

### **LEGAL ADDRESSES:**

#### **Executant**

Odessa State Academy of Civil  
Engineering and Architecture  
4, Didrikhsona st., Odessa, 65029,  
Ukraine  
Account 3125864101287  
Code 02071033 in Odessa district  
MFO 820172 payment code 25010100  
Marketing department, tel. (048) 723 -  
74-82  
e-mail:marketing@ogasa.org

#### **Customer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(surname, name, address, tel.)  
country national passport:  
\_\_\_\_\_  
when and by who it was issued  
\_\_\_\_\_  
Bank Code \_\_\_\_\_

RECTOR \_\_\_\_\_

SIGNATURE \_\_\_\_\_