

EDUCATIONAL SERVICES AGREEMENT No.
between the University and the Individual (Legal Entity)

«__» _____ 20__

THE STATE UNIVERSITY OF ECONOMICS AND TECHNOLOGY, represented by Shaikan Andrey Valeriyovych acting on the Rector's behalf under the Articles of Association (hereinafter referred to as the **Contractor**),
and _____

(full name of the individual, passport data or full name of legal entity, document title establishing the legal entity capacity)

(hereinafter referred to as the Customer)

for _____

(full name of the Individual)

(hereinafter referred to as the **Receiving Party**)

jointly referred to the **Parties** have concluded the Agreement for the following:

1. SUBJECT OF THE AGREEMENT

1.1. The subject of the Agreement is the educational services delivery.
The Contractor shall be obliged to provide the educational services with the **Receiving Party** at the **Customer's** expense, namely:
Forms of higher education

(intramural, extramural, distance, dual)

(term of educational services)

Bachelor

(higher education degree)

(specialty (specialization))

(department)

(fill in if required)

(academic workload for the Receiving Party in credits of the European Community Course Credit Transfer System (ECTS))

2. THE CONTRACTOR'S OBLIGATIONS AND RIGHTS

2.1. The Contractor shall be obliged to:

- 1) provide the Receiving Party with a high-quality educational service at the state educational standards (if the legislation provides for state educational services);
- 2) to provide the Receiving Party with conditions for higher education achievement;
- 3) to ensure the respect for rights of the Customer/ Receiving Party's rights;
- 4) to inform the Receiving Party on the educational process organization.
- 5) to issue to the Receiving Party a Higher Education Document of a state standard (if it is provided by the Laws), provided that the Receiving Party completed the academic workload to the extent required for obtaining a certain higher education degree;
- 6) to inform the Receiving Party about rules and requirements for the educational services delivery, its quality and content, the rights and obligations during the provision and receiving such services.
- 7) to ensure the timely submission of documents for registration of the temporary residence permit to the territorial bodies or subdivisions of the State Migration Service of Ukraine for the Receiving Party's period of study in accordance with the current Law;
- 8) to provide the Customer (Receiving Party) with other information and documents required to fulfill the obligations, at the request of the Customer (Receiving Party),
- 9) in case of expulsion of the Receiving Party in accordance with paragraphs 2-6 of the first part of Article 46 of the Law of Ukraine "On Higher Education", as well as foreigners who stopped their studies or fled from their place of residence without any valid reasons, the Contractor is obliged to inform the Customer about this within 10 days and provide the specified information to the territorial body or subdivision of the State Migration Service of Ukraine at the place of residence of the Receiving Party.

2.2. The Contractor shall have the right to:

- 1) demand from the Customer to timely pay for the educational service in the amount and in the order established hereby;

2) to keep all official correspondence between the Contractor and the Receiving Party (to the e-mail provided by the Receiving Party) regarding the fulfillment of the requirements of the educational (scientific) program and the individual curriculum by the Receiving Party;

3) to expel the Receiving Party of the educational service for failure to comply with the requirements of the educational (scientific) program and / or violation of the payment terms for the educational service by the Customer, foreseen hereby;

4) to expel the Receiving Party of the educational service for violation of the established terms provided for by the Agreement concluded between the University and the Receiving Party, or the Individual (Legal entity), who pays for the education and / or other cases provided for by law;

5) to expel the Receiving Party from the University on the basis of Article 46 of the Law of Ukraine "On Higher Education", including for violation of the University Statute, internal regulations, labor protection requirements, safety, fire safety and academic virtue;

6) to provide with extra paid services beyond the established academic curricula such as lectures, courses, consultations, trainings, workshops, master classes, classes in dormitories, electives, seminars, training sessions of a different form, with or without the issuance of the relevant educational documents according to the current rates of the University as set for by the Laws.

3. THE CUSTOMER'S OBLIGATIONS AND RIGHTS

3.1. The Customer shall be obliged to:

3.1.1. pay in time tuition fee in the amount, term, and order set for hereby. The date of Customer obligations fulfillment shall be considered the date when funds are credited to the Contractor's accounts, which is confirmed by a bank / treasury statement;

3.1.2. promptly respond to the messages of the Contractor and take part in the discussion with the Contractor about the status and results of the receiving of educational services by the Receiving Party, about the academic curriculum completion. Official communication of the Contractor with the Customer occurs via e-mail messages specified by the Customer below:

e-mail of the Receiving Party: _____ /
(Signature) (Full name of the Receiving Party)

The fact of the Customer's official familiarization with the Contractor's message should be confirmed by the delivery of the message to the Customer's e-mail.

For operational communication, the Customer can use the phone, which number should be indicated below:

Receiving Party's phone number for operational communication: _____ /
(Signature) (Full name of the Customer)

The Customer notifies the Contractor in writing about a change of any details (phone number, e-mail) or the place of registration / residence within 5 (five) calendar days as of the date of such changes by an official statement.

3.1.3. to familiarize with the Statute of the University and the internal regulations on the official site of the Contractor <https://www.duet.edu.ua/ua>.

3.2. The Customer shall have the right to:

1) receive the educational services at the level of higher education standards (if the legislation provides for state standards for educational services delivery);

2) to ensure observance of Customer's and Receiving Party's rights;

3) to issue to the Receiving Party a higher education (scientific degree) document of a state standard, provided that the Receiving Party completed the curriculum to the extent required for obtaining a certain higher education degree;

4) to inform the Receiving Party of rules and requirements for the educational services provision, its quality and content, the rights, and obligations of the Parties while submitting and receiving the educational service.

4. OBLIGATIONS AND RIGHTS OF THE RECEIVING PARTY

4.1. The Receiving Party shall be obliged to:

4.1.1. comply with the requirements of the legislation, Statute, and internal regulations of the Contractor that are given at the official site <https://www.duet.edu.ua/ua>

4.1.2. adhere to the rules of the labor protection, safety measures, industrial sanitation, fire safety, provided for by the relevant rules and instructions;

4.1.3. fulfill the requirements of the educational (scientific) program.

4.2. The Receiving Party shall have the right to:

1) use libraries, information funds, educational, scientific and sports facilities of a higher educational institution for free;

2) participate in research projects, conferences, symposia, exhibitions, competitions, presentation of the Receiving Party's works for publication;

3) participate in the activities of public self-government bodies of a higher educational institution, institutes, faculties, departments, the academic council of a higher educational institution, student self-government bodies;

4) study simultaneously in several educational programs;

5) academic mobility, including international;

6) academic leave or a break in study with the preservation of certain rights of the applicant for higher education. And also, on the restoration of studying in the manner established by the central executive authority in the field of education and science;

7) receive extra paid services beyond the established academic curricula such as lectures, courses, consultations, trainings, workshops, master classes, classes in dormitories, electives, seminars, training sessions of a different form, according to the current tariffs at the University.

8) other rights provided for by the Laws of Ukraine (Article 62 of the Law of Ukraine "On Higher Education" (as amended)).

5. COST OF THE EDUCATIONAL SERVICES AND PAYMENT TERMS

- 5.1. The amount of payment for the provision of educational services is established in the national currency of Ukraine.
5.2. The total cost of the educational services for the whole period of study (excluding the inflation index) is as follows:

(sum in figures and words)

(Which is _____ US dollars according to the currency exchange course of the NBU effective for _____ 2021).

5.3. The payment for educational services delivery is to be performed by the Customer every semester in non-cash order on the Contractor's bank account.

Amounts and terms of payment for educational services are as follows:

5.3.1. for the first year of study:

for the 1st semester _____ UAH (_____ UAH) before «10» _____ 20

for the 2d semester _____ UAH (_____ UAH) before «10» _____ 20

5.3.2 for the second year of study:

for the 3d semester _____ UAH (_____ UAH) before «10» _____ 20

for the 4th semester _____ UAH (_____ UAH) before «10» _____ 20

5.3.3 for the third year of study:

for the 5th semester _____ UAH (_____ UAH) before «10» _____ 20

for the 6th semester _____ UAH (_____ UAH) before «10» _____ 20

5.3.4 for the fourth year of study:

for the 7th semester _____ UAH (_____ UAH) before «10» _____ 20

for the 8th semester _____ UAH (_____ UAH) before «10» _____ 20

Other payment terms are set by agreement with the Accounting Department since a written application addressed to the Rector, submitted by the Customer (Receiving Party) before the due date under the Agreement.

5.4. The total cost of educational services is set in national currency. The Contractor has the right to change the cost of the educational services no more than once a year, no more than by the officially determined inflation rate for the previous calendar year. The execution of an additional Agreement (Annex) to this Agreement should be made. The Contractor has the right to change the cost of the educational services from the 1st day of the next month after the official publication of a certain level of inflation.

5.5. In case of 100 percent prepayment for the entire period of study, the amount of payment for the provision of educational services is not subject to be changed.

6. RESPONSIBILITIES OF THE PARTIES FOR NON-FULFILLMENT OR IMPROPER FULFILLMENT OF OBLIGATIONS

6.1. For non-fulfillment or improper fulfillment of obligations hereunder, the Parties are bear responsibility in accordance with the current Law of Ukraine and the Agreement.

6.2. In case of violation of the established terms provided for by the Agreement, the Customer has to pay a fine in the amount of double the NBU discount course for every overdue day.

6.3. In case of early termination of the Agreement due to a violation by the Contractor of contractual obligations or at the initiative of the Customer, in case of expulsion of the Receiving Party of the educational service (except for cases when the Receiving Party is expelled due to failure to fulfill the obligations specified in Article 63 of the Law of Ukraine "On Higher Education") the funds made by the Customer as the payment for the educational services provision are returned to them on the basis of the relevant application in the amount of payment for part of services not provided as of date of termination of the Agreement.

6.4. If early termination of the Agreement due to violation by the Customer (Receiving Party) of contractual obligations or failure by the Receiving Party to fulfill the obligations defined in Article 63 of the Law of Ukraine "On Higher Education", the funds contributed by the Customer for the current academic year remain with the contractor and are used to fulfill his statutory tasks.

7. FORCE-MAJEURE CIRCUMSTANCES

7.1. The Parties shall be released from responsibilities for violation of obligations provided for by the Agreement, if such a violation occurred as a result of force-majeure circumstances that emerged after the conclusion of the Agreement.

7.2. The Party that due to the force-majeure circumstances is not able to properly fulfill its obligations under the Agreement, shall notify the other Parties in writing within 3 (three) calendar days as of the date of becoming unable to fulfill the obligations under the Agreement, and confirm the fact of force-majeure circumstances occurrence by the certificate of the Chamber of Commerce and Industry of Ukraine, the regional Chamber of Commerce and Industry, or any other official document of a public authority.

Failure to inform or untimely information deprives the Party of the right to invoke force-majeure circumstances as a basis for exemption from responsibility

7.3. Should any of above-mentioned circumstances arise, thereby directly adversely affecting the ability of the Party to fulfill its obligations under the Agreement, the period of the obligations fulfillment for the Party shall be extended for the entire duration of such circumstances.

If these circumstances last within 3 (three) months and there are no signs of their ending, each Party has the right to refuse further obligations fulfillment and withdraw from the Agreement by sending to other Parties a termination notice 10 days prior to the actual termination. In this case, the payment for the actual provided educational service shall be made on the day of termination of the Agreement.

Neither of the Parties has the right to claim the losses caused by the refusal of the other Party to fulfill obligations and the withdrawal from the Agreement.

8. TERMINATION OF THE AGREEMENT AND OTHER CONDITIONS

8.1. The Agreement is subject to be terminated:

- 1) by the Parties' mutual agreement;
- 2) if the Party's fulfillment of its obligations is impossible due to the adoption of regulatory acts that have changed the conditions established by the educational services Agreement and one of the Parties does not agree to amend the Agreement;
- 3) in case of liquidation of the Legal entity - the Customer or the Contractor, if the legal successor has not been determined;
- 4) in case of the Receiving Party's expulsion from the University due to the completion of studying in the relevant educational (scientific) program;
- 5) voluntarily;
- 6) by the decision of the court in case of a systematic violation of the Agreement terms by one of the Parties;
- 7) due to transfer to another educational institution;
- 8) for academic failure (within the period for the provision of educational services specified in para. 7.7. of the Agreement);
- 9) for terms violation of the Agreement concluded between the University and the Receiving Party, or the Individual (Legal entity) who pays for the studying;
- 10) in other cases, provided by current Law.

8.2. The validity of the Agreement shall be suspended in case of study interruption (academic leave) by the Receiving Party on the basis provided for by the current Law for the whole term of such interruption. The according changes shall be included in the Agreement.

8.3. If early termination of the Agreement at the Customer's own will, the Customer's funds for the semester of the corresponding academic year, or for the corresponding academic year (in case of payment for the academic year), shall remain at the disposal of the Contractor to fulfill the statutory tasks.

8.4. In case of unilateral termination of the Agreement by Contractor due to the violation by the Receiving Party of the internal regulations, the academic failure, prepayment for the corresponding academic year (in case of a payment for the academic year), or for the corresponding semester, when the Receiving Party is expelled, is non-refundable.

8.5. In case of unilateral termination of the Agreement by Contractor due to the violation by the Receiving Party of the internal regulations, the academic failure, and/or overdue payment for the educational services provision in the amount and terms established by the Agreement, the Customer has to pay the debt according to the Law in the amount established by the Contractor due to the date of the termination decision.

8.6. The overdue payment for the provision of educational services by the Customer or the Receiving Party's academic failure are not a prerequisite for the Agreement termination, but it can be so by decision of the University's operational management body.

8.7. The Agreement comes into force as of the date of its conclusion (transfer, restoration, renewal) "___" _____2021 and it remains valid until the studying completion, and in any case, until the Customer fully fulfills the monetary obligations under the Agreement.

8.8. All changes, additions (additional Agreements) and annexes hereto are its integral parts.

8.9. In legal relations not regulated by the Agreement, the Parties shall be guided by the substantive Laws of Ukraine.

9. LOCATION AND DETAILS OF THE PARTIES

The Contractor:

THE STATE UNIVERSITY OF ECONOMICS AND TECHNOLOGY

Legal address:

Medychna st., 16, Kryvyi Rih,
Dnipropetrovsk region, 50005

EDRPOU code 43684645

Bank account _____

at STSU, Kyiv

BIN 820172

Tel.: +38(097)214-88-69.

budget revenue classification code * 25010100;

Rector's behalf _____

(Signature)

L.S. " __ " _____ 20

Chief Accountant _____

(Signature)

Head of Legal Department _____

(Signature)

The Customer

Legal address, postal code:

Actual address, postal code:

telephone:

e-mail:

ITN _____

(Full name, Signature)

L.S. " __ " _____ 20

The Receiving Party

Address, postal code:

ITN _____

telephone:

e-mail:

I have read and agree with the terms of the Agreement.

I received a copy of the Agreement.

(Full name, Signature)

" __ " _____ 20

*The Customer is the Individual or Legal Entity who has concluded the Agreement in their own interests or the interests of the Individual - a student (The Receiving Party) who is enrolled in the University in accordance with the established procedure and is studying full-time, part-time or distance learning in order to obtain a certain educational degree. The Customer can be the Individual who orders an educational service for themselves as The Receiving Party.

Contact person of The Receiving Party:

(Full name)

Tel. : _____

E-mail: _____