

CONTRACT IOF № ***

Kharkiv

Dated

National Technical University “KhPI”, hereinafter referred to as **UNIVERSITY**, represented by Vice-Rector Khrypunov G.S., acting on the basis of power of attorney № 66-01-05/1 dated 10.01.2022,

and Mrs. (Ms.) *****, a citizen of *****, D.O.B. February **, ****, hereinafter referred to as the STUDENT, of the second part have concluded this contract as follows:

1. CONTRACT OBJECT

UNIVERSITY, in accordance with the terms of this contract, undertakes to compensate by the STUDENT or the FIRM the costs of preparation for the full-time education of the STUDENT at the university from the *1 course* with the purpose of obtaining an education at the *bachelor`s* educational program, Power industry (Power plants), specialty Power engineering, electrical engineering and electromechanics.

The term of education under this contract is set for 4 years and can be changed by changing the terms of study accepted at the university.

The contract comes into force from the moment of issuing the order of the UNIVERSITY for Admission to the students and terminates from the date specified in the Order on Expulsion of the STUDENT from the university.

Admission of the STUDENT for education at the university is made after providing them with the documents listed in clause 3 of this contract, passing a medical examination in the student polyclinic and making payments according to clause 4.

In the event that the STUDENT does not acquire the curriculum or cannot defend the diploma project (work) within the specified time, then upon the application of the STUDENT and with the consent of the UNIVERSITY he (she) may be given a re-course (during the year or semester) on the basis of an additional contract, and the term of his (her) education can be extended for the time agreed by the parties. The term of additional education and the terms of payment are stipulated in the supplement to the contract, which is signed by the parties.

2. LIABILITIES AND RIGHTS OF THE UNIVERSITY

In order to fulfill clause 1 of this contract, the UNIVERSITY undertakes:

- to provide education in *English language* in accordance with the curriculum and programs approved for the chosen specialty in accordance with the requirements of state educational standards. STUDENT after successful passing of the appropriate attestation (passing state examinations, protection of qualifying paper of the bachelor, etc.) is given a state-recognized diploma about the graduation from the university, made by printing method. The University can provide consulting services on diploma legalization received by a student after graduating from the UNIVERSITY, if such legalization is provided by the current legislation of Ukraine;
- grant the student, along with Ukrainian students, the right to use the reading room, libraries, educational equipment, sports and cultural facilities under the curriculum;
- to provide for the entire period of education STUDENT with a place in the room of the faculty`s student dormitory. The payment (depending on the conditions of residence) is carried out in accordance with the agreement (contract) concluded with the administration of the faculty or campus, at the rates fixed annually by the order of the Rector. The right for a STUDENT to live in the dormitory arises from the time specified in the contract (agreement) for residence, and ends in the event of early termination of this contract within 15 days from the date specified in the order on the STUDENT expulsion from the university;
- assist in obtaining entry visas for admission to study in Kharkiv and other documents that legalize the stay of foreigners within the territory of Ukraine, as well as departure to the homeland in the event of termination of education at the university;

UNIVERSITY does not bear the costs of registering passports, issuing visas and the status of an international student, as well as paying for the travel of the STUDENT to his (her) homeland and back in all cases and his (her) personal travels through the territory of Ukraine or to other countries during his (her) studies.

UNIVERSITY does not assume obligations in connection with the stay of the STUDENT`s family in Ukraine and does not provide them with a living space, however it can provide assistance in inviting to Ukraine for a limited period of time relatives in the manner prescribed by law, without assuming any obligations with respect to the invited.

UNIVERSITY reserves the right to expel the STUDENT from the University in accordance with the Art. 46 of the Law of Ukraine “On Higher Education” as amended on July 01, 2014 in the following cases: voluntarily; for academic failures (non-fulfillment of the curriculum); for failure to comply with the terms of the contract; for violation of the Ukrainian laws and the passport and visa regime; for violation of the residence rule in the university`s dormitory; for health reasons in the presence of the medical commission certificate of the regional student polyclinic.

According to Part 7 of Article 7 of the Law of Ukraine “On Higher Education”, the cost of documents on higher education in the government-approved format for individuals who receive education for funds of private individuals or legal entities are included in the cost of education. The maximum cost of documents on higher education in the government-approved format and the list of information that should be contained in the document on higher education is established by the Cabinet of Ministers of Ukraine. At the same time, the maximum cost of manufacturing of the document on higher education in the government-approved format should not exceed two tax-free minimum income of an individual.

UNIVERSITY does not bear expenses for life insurance of the STUDENT, his (her) personal property, as well as for sending the body in case of his (her) death.

While studying at the university, the STUDENT does not receive the scholarship.

Early ending of education terminates the contract. In this case (irrespective of the terms of the contract termination), the STUDENT receives a part of the money from the amount that was paid in advance as a tuition fee, except for semesters in which the education was conducted in whole or in part.

3. LIABILITIES AND RIGHTS OF THE STUDENT

3.1. The STUDENT shall:

- make timely payment in accordance with clause 4 for the educational services rendered to him (her);
- comply with the Constitution and laws of Ukraine;
- fulfill the rules of residence and movement established for foreign citizens on the territory of Ukraine and the Charter of the University;
- preserve the provided equipment and property of the University;
- meet curriculum deadline.

3.2. Before registering at the Head Office of the Department of Citizenship and Immigration of Ukraine in the Kharkov region and settling in the dormitory the STUDENT must undergo a medical examination in the student polyclinic, and also submit the following documents to the University for consideration of the enrollment issue and admission to study:

- a) document (the original and its copy) about the previously received educational level, on the basis of which the admission is made;
- b) application (the original and its copy) to the document on the previously received educational level, on the basis of which the admission is made (if any);
- c) an academic certificate issued by a foreign/Ukrainian educational institution (in the case of transfer or reinstatement for education, starting with the second year, an academic certificate is added)
- d) a medical certificate of health condition, certified by the official health protection authority of the country from which the foreigner arrived, and issued not later than 2 months prior to departure for education in Ukraine;
- e) personal questionnaire;
- f) 6 photographs of 3x4 cm size;
- g) passport (presented in person) and a copy of the passport, with translation into Ukrainian, notarized

Documents a), b), c) and g) must be translated into Ukrainian and notarized.

Documents a), b) and g) must be attested in the country of their issuance in a way that is officially used in this country for such certification, and legalized by the relevant foreign institution of Ukraine, unless otherwise stipulated by international treaties of Ukraine.

When enrolling persons who submit a document on the degree of education obtained abroad, the procedure for recognizing and establishing the equivalence of the document is mandatory. The procedure for recognizing the document for the purpose of continuing education is carried out by the competent authority - the institution of higher education before the start of the first year`s second semester of the document`s holder education.

STUDENT undertakes at his (her) own expense to leave the territory of Ukraine within a month after the legalization of the documents on graduation from the university in the Foreign Office, as well as when expelling from the University, or determine his (her) legal status in Ukraine, if there are grounds for doing so.

4. PAYMENT FOR EDUCATION AND PAYMENT PROCEDURE

The total amount of the contract for the entire period of studying is ***** (*****) UAH.

For each calendar year separately, the cost of educational services is ***** (*****) UAH.

STUDENT pays tuition fees in cash or non-cash in equal installments (per semester) in the amount of ***** (*****) UAH to the current account of the UNIVERSITY:

- no later than November 1 (for the first semester of the corresponding academic year)
- no later than May 1 (for the second semester of the corresponding academic year).

The University has the right to change the amount of payment for the provision of educational services no more than once a calendar year and no more than the officially determined inflation rate for the previous calendar year with the obligatory notification of the parties of this agreement before February 10 of the current year.

In the event of a change in the amount of payment for the provision of educational services, an additional agreement is drawn up to this agreement, which indicates the cost of the educational service for the corresponding calendar year and which is an integral part of this agreement.

In the event that compulsory prices for the training of foreign citizens are determined by resolutions or orders of the Ministry of Education and Science of Ukraine or the Cabinet of Ministers of Ukraine, these prices come into force for this agreement from the moment specified by this resolution or order.

5. LIABILITY OF THE PARTIES

For failure to perform or improper fulfillment of obligations under this contract, the parties bear responsibility in accordance with the current legislation of Ukraine.

The parties are exempted from liability for partial or complete failure to perform obligations under this contract, if the failure was a consequence of force majeure circumstances, which is confirmed by the governmental authorities of Ukraine.

In the event that the STUDENT inflicts material damage (loss, damage) to the UNIVERSITY's property, he (she) shall compensate the value within ten days in the amount determined by the current legislation of Ukraine in the amount of actual damage.

6. TERMINATION OF CONTRACT

The contract is terminated:

- on the STUDENT's personal request;
- at the end of the education period established by the curriculum;
- by mutual agreement between parties;
- unilaterally in case of non-fulfillment of the terms of this contract after the end of the month from the day of notification by the interested party;
- if the performance by the party of its obligations is impossible in connection with the adoption of regulatory legal acts that change the conditions established by this contract, and neither party agrees to amend the contract;
- in the case of expulsion from the university (for reasons stated in clause 2);
- by a court decision in case of systematic violation or non-fulfillment of the terms of the contract.
- in the case of non-recognition of the documents submitted by the student on education UNIVERSITY unilaterally terminates the contract for education and draws up documents for the termination of his(her) stay in Ukraine at the Head Office of the Department of Immigration and Citizenship of Ukraine in Kharkiv region.

Both parties express their readiness to take all measures to resolve disputes and disagreement through. In case the parties do not agree, their disputes and disagreements are resolved on the basis of the current legislation of Ukraine.

7. GENERAL PROVISIONS

This contract № *** comes into force on ***** and is valid until June 30, 20**.

Neither party has the right to transfer its rights nor obligations under this contract to a third party without the written consent of the other two parties.

All changes and additions to this contract are valid only if they are made in writing and signed by authorized representatives of the parties.

8. LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES

UNIVERSITY:

NTU “KhPI”
UKRAINE, 61002
Kharkiv, 2 Kyrpychova Str.,
Tel.: +38-057-706-32-16, +38-057-707-63-16,
Fax.: +38-057-707-66-01,+38-057-707-63-16,
Current account UA168201720313291001201004225
State Treasury of Ukraine, Kyiv
MFO 820172 USREOU code 02071180

STUDENT:

National passport № *****

Vice-Rector

Gennadiy KHRYPUNOV

STUDENT

(signature)