**AGREEMENT №**

**on the provision of educational services to students of the preparatory department - foreign citizens**

Kamianske «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_

**DNIPROVSKY STATE TECHNICAL UNIVERSITY**

**state form of ownership, subordination: Ministry of Education and Science of Ukraine**

represented by Acting Rector Vitaliy GULIAIEV, acting on the basis of the Statute, on the one hand, hereinafter referred to as the “Contractor”, and a citizen

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(citizenship, surname and name of the course participants in Ukrainian)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(provide full passport name and surname in English)

hereinafter referred to as the "Client", have entered into this Agreement as follows:

**1. SUBJECT OF THE AGREEMENT**

1. The subject of the contract is the provision of educational services. The Contractor undertakes to provide the Client with educational services at the expense of the Client, namely:

|  |  |
| --- | --- |
| educational service |  |
| form of education |  |
| term of providing educational services |  |

**2. DUTIES AND RIGHTS OF THE CONTRACTOR**

***The Contractor is obliged to:***

1. Provide the Client with an educational service at the level of higher education standards (if the legislation provides for state standards for providing educational services).

2. Organize and carry out Client training at the Center's preparatory department for pre-university training and work with international students (CPTWFS) according to the curricula and work programs of the disciplines of DSTU.

3. Ensure compliance with the Client's rights as a full participant in the educational process of DSTU.

4. Inform the Client about the rules and requirements for the organization of educational services, its quality and content, and the rights and obligations of the parties during the provision and receipt of educational services.

5. Provide the course participant with a place in the student dormitory of DSTU (double room) for the period of study with the availability of bed linen and the necessary furniture. Additional utilities are available at an additional cost.

6. Issue the Client the Certificate on the termination of the preparatory department if the Client fulfil educational load in the volume provided by the curriculum and the schedule of the educational process of the preparatory department.

**The Contractor has the right to:**

1. Require the Client to meet all the curriculum requirements and timelines set by the schedule of the educational process.

2. Require the Client to timely pay for educational services in the amounts and the manner prescribed by the contract.

3. Deduct the Client for non-fulfillment or improper fulfillment of the requirements of the legislation of Ukraine and the terms of the contract, including in case of late payment for educational services, for submission of inaccurate data or forged documents provided in section 3 of this contract.

**3. OBLIGATIONS AND RIGHTS OF THE CLIENT**

***The Client is obliged to:***

1. Timely pay for educational services in the amount and the manner prescribed by the contract.

2. To comply with the obligations provided by Article 63 of the Law of Ukraine "On Higher Education," to comply with other requirements of the legislation of Ukraine, the Charter of DSTU, the Rules of Procedure of DSTU, and other regulations of DSTU.

3. Follow academic discipline and attend classes under the curriculum and schedule of the educational process.

4. Within a week before the issuance of a temporary residence permit and registration of residence and enrollment in training, submit to the CPTWFS of DSTU the following documents:

- questionnaire of the established sample;

- a notarized copy with a translation into Ukrainian of the certificate of education indicating the subjects studied and the grades (points) obtained on them;

- a document on the absence of HIV infection;

- medical certificate of health, certified by the official health authority of the country from which the foreigner arrived, not later than two months before leaving for study in Ukraine;

- insurance policy for emergency medical care;

- a copy of passport;

- 6 photos measuring 30 × 40 mm;

- return ticket with open date of return home for one year.

 The Client is responsible for the authenticity of the documents submitted to DSTU.

1. At his own expense to leave the territory of Ukraine and go to the country of permanent residence after completing training in the preparatory department or continue training in the Free Economic Zone of Ukraine under a new agreement.

***6. The Client has the right to demand from the Contractor:***

1. Ensuring compliance with the rights of the Client.

2. Issuance to the Client of the Certificate of completion of the preparatory department, provided that the Client fulfills the training load in the amount provided by the curriculum.

3. Informing the Client about the rights and requirements for the organization of educational services, its quality, and content, about his rights and responsibilities during the provision and receipt of this service.

**4. FEES FOR THE PROVISION OF EDUCATIONAL SERVICES**

4.1. The amount of the fee for the provision of educational services is set in US dollars (USD).

4.2. The total cost of educational services for the entire period of study (10 months) is \_\_\_\_\_\_\_\_\_\_\_ USD.

4.3. The Client makes payment under the contract in hryvnias after conversion at the current exchange rate of the National Bank of Ukraine at the time of charge to the existing account of DSTU in the State Tax Service of Ukraine in Kyiv.

4.4. Payment for educational services is considered to have been appropriately made on the day of the actual crediting of funds to the current account of the university.

**5. RESPONSIBILITY OF THE PARTIES FOR NON-PERFORMANCE OR INCORRECT PERFORMANCE OF OBLIGATIONS**

5.1. For non-performance or improper performance of the contract, the parties are liable under the laws of Ukraine.

5.2. In case of early termination of the contract due to breach of contractual obligations by the Contractor or at the initiative of the Client, in case of deduction of the Client (except when the Client is deducted due to failure to fulfill obligations under Article 63 of the Law of Ukraine "On Higher Education"), which the Client paid as payment for the provision of educational services, are returned to him in the amount of payment for the part of the service not provided on the date of termination of the contract.

5.3. In case of early termination of the contract due to breach of contractual obligations or failure of the Client to fulfill its obligations under Article 63 of the Law of Ukraine "On Higher Education," the funds paid by the Client shall not be refunded.

**6. TERMINATION OF THE AGREEMENT**

6.1. The contract may be terminated:

- by agreement of the parties;

- in case of impossibility for the party to fulfill its obligations in connection with the adoption of regulations that change the conditions established by the contract for educational services and the disagreement of either party to amend the contract;

- in case of liquidation of the legal entity - the Client or the Contractor if the successor is not defined;

- in case of expulsion from the Client's educational institution following the legislation and the contract terms.

**7. DISPUTE RESOLUTION PROCEDURE**

All disputes arising under or related to the contract are resolved through negotiations and, in case of disagreement - in court.

**8. OTHER CONDITIONS**

**8.1. The agreement enters into force from the moment of its signing by the parties and is valid until its full implementation.**

**8.2. The Agreement is drawn up in two copies in the Ukrainian language, which have the same legal force.**

**8.3. Payment for accommodation and medical services is not included in the cost of training and is regulated by separate agreements.**

**8.4. The Contractor assists the Client in obtaining, following the legislation of Ukraine, an invitation to study at DSTU, Kamianske.**

**8.5. The Contractor shall not bear the costs associated with issuing a temporary residence permit and residence, registration of visas, and travel of the Client to the country of residence in all cases, as well as his travel in Ukraine and abroad.**

**8.6. The Contractor does not undertake any obligations to get insurance for the life and property of the Client.**

**8.7. The performer does not undertake to accept the family, relatives, and acquaintances of the listener and does not provide them with housing.**

**8.8. In the event of the Client's death, the Contractor shall not bear the costs associated with the transportation of the body.**

**8.9. Amendments to the agreement are allowed only by concluding an additional agreement in writing signed by the parties.**

**9. LOCATION AND DETAILS OF THE PARTIES**

**CONTRACTOR**

|  |  |  |
| --- | --- | --- |
|  ***Name, address, phone*** | ***Banking account details*** | ***Signatures*** |
| Dniprovsky State Technical University51918, Ukraine,Dnipropetrovsk region,Kamianske Dniprobudivska St, 2Е-mail: science@dstu.dp.uatel./fax: +38(0569) 56-06-67 | Bank accountUA418201720313251001201009655, State Tax Service of Kyiv,MFIs 820172, ЄДРПОУ 02070737 | **Acting rector**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Vitaly Guliaiev**Director of CPTWFS**\_\_\_\_\_\_\_\_\_\_\_\_\_\_Olena GLUSHCHENKO  |

**CLIENT**

|  |  |
| --- | --- |
| **Full name, address, telephone** | **Signature** |
| **Full name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Passport \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |