A G R E E M E N T №\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**to provide educational services to students - foreign citizens**

Kyiv Dated “\_\_\_\_\_\_”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_

**NATIONAL TECHNICAL UNIVERSITY OF UKRAINE**

 **“ IGOR SIKORSKY**

**KYIV POLYTECHNIC INSTITUTE”**

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

in the person of the First vice-rector Yakymenko Yuriy Ivanovich, acting on the instructions of the rector of the number \_\_\_ dated \_\_\_\_\_\_\_\_\_\_, hereinafter - the performer, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(surname, name, patronymic of the individual (full name of the legal entity), who orders the educational service) hereinafter – the customer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(country, surname, name and patronymic) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(indicate full passport version of the last name, name in English)

hereinafter referred to as the recipient of the educational service (hereinafter - the recipient), together referred to as the parties, and each separately, the party, entered into this agreement (hereinafter referred to as an agreement) as follows:

**SUBJECT OF THE CONTRACT**

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

The Executor undertakes at the expense of the customer to provide the recipient with an educational service, namely:

|  |  |
| --- | --- |
| educational service |  |
| form of training |  |
| the term of the educational service |  |
| degree of higher education |  |
| name of specialty / educational program / specialization |  |

1.1. The place of performance of the contract (provision of educational services) is 37, Peremohy Avenue, Kyiv.

**OBLIGATIONS AND THE RIGHTS OF THE EXECUTOR**

2. The executor must:

2.1. provide the recipient with an education service at the level of higher education standards (if the law provides for state standards for the provision of educational services);

2.2. to organize and carry out the education of the recipient in accordance with the chosen specialty / educational program / specialization, forms of training and higher education level according to the curriculum and corresponding programs of the academic disciplines of the University;

2.3. to ensure compliance with the rights of the customer and the recipient as a participant in the educational process;

2.4. inform the recipient of the rules and requirements regarding the organization of the provision of educational services, their quality and content, the rights and obligations of the parties during the provision and receipt of educational services;

2.5. issue a document on higher education of a state standard (if the law provides for the issuance of such a document under an educational program), provided that the recipient fulfills the educational load to the extent necessary for obtaining a certain degree of higher education specified in the contract.

3. An executor has the right:

3.1. require the recipient to fulfill all requirements of the curriculum in terms determined by the schedule of the educational process;

3.2. to demand from the customer timely payment for the educational service in the amount and in the order established by the contract;

3.3. deduct the recipient for failure or improper fulfillment of the requirements of the legislation of Ukraine and the terms of the agreement, including in case of untimely payment by the customer of the educational service, for submission of inaccurate data and / or forged documents provided for in clause 4.4 of the agreement;

3.4. to assist the recipient in obtaining medical care, as well as in the conclusion of contracts for the provision of medical care.

**DUTIES AND RIGHTS OF THE CUSTOMER**

4. The Customer is obliged to pay in time for educational service in the amount and in the manner established by this agreement.

5. The customer has the right to demand from the executor:

5.1. provision of educational services to the recipient at the level of higher education standards (if the law provides for state standards for the provision of educational services);

5.2. ensuring the observance of their rights, as well as the rights of the recipient;

5.3. issuing to the recipient of a document on higher education of a state standard (if according to the legislation the educational program provides for the issuance of such a document), provided that the recipient fulfills the educational load in the amount necessary for obtaining a certain degree of higher education;

5.4. informing the recipient of the rules and requirements regarding the organization of the provision of educational services, their quality and content, their rights and obligations when providing and receiving the specified service.

**OBLIGATIONS AND THE RIGHTS OF THE EDUCATIONAL SERVICEER**

6. The recipient must:

6.1. observe the duties stipulated by Article 63 of the Law of Ukraine "About Higher Education", to comply with other requirements of the legislation of Ukraine, the Charter of KPI, Internal Rules of the KPI, Code of honor of KPI and other normative acts of KPI;

6.2. adhere to the discipline and attend classes in accordance with the curriculum and schedule of classes;

6.3. within a week before the registration of a passport (registration of a temporary residence permit) and enrollment for studies to submit them to the KPI such documents:

6.3.1. an application;

6.3.2. a document (the original and a copy thereof) of the previously acquired educational (educational-qualifying) level, on the basis of which the introduction is made;

6.3.3. an appendix (the original and its copy) of the document on the previously acquired educational (educational-qualifying) level, on the basis of which an enrollment is made;

6.3.4. Academic certificate issued by a foreign / Ukrainian educational institution (in the case of transfer or renewal of studies, from the second year, academic background is attached);

6.3.5. the original and a copy of the document containing information on the content of the curriculum by the previous level of higher education, the credits received, the duration of training and the success of the academic disciplines (in the absence of this information in the appendix to the education document), when entering for obtaining a master's degree, if the lack of this information makes it impossible to recognize the qualifications of the document;

6.3.6. certificate of graduation from the preparatory department for foreign citizens (this item does not apply to foreign citizens enrolling in English language training programs or have certificates with grades from the Ukrainian (Russian) language;

6.3.7. a health insurance, unless otherwise provided by international treaties of Ukraine;

6.3.8. 10 photos 3,5х4,5 cm in size, colored, matte;

The passport (or a document that replaces it) is presented personally.

Responsibility for the accuracy of the submitted to the KPI documents bear the recipient.

6.4. a week before the registration of a passport or a document that replaces it (registration of a temporary residence permit) and a settlement in a hostel to undergo a medical examination and examination of the presence of an HIV / AIDS infection;

6.5. nostrificate the education documents submitted at the entrance (the education document or the level of education received by the customer) before the second semester of the first year of study;

6.6. at his own expense, leave the territory of Ukraine and go to the country of permanent residence within a month upon completing the training under the relevant educational program, or continue to study in Ukraine under the new agreement.

7. The recipient has the rights stipulated by Article 62 of the Law of Ukraine "About Higher Education".

**FEE FOR EDUCATIONAL SERVICES AND CALCULATION PROCEDURE**

8. The fee for the provision of educational services is established in USD, with the executor having the right to change the amount of tuition fees no more than once a year and no more than as the officially determined inflation rate for the previous calendar year with mandatory informing about this customer.

9. The total cost of the educational service for the whole period of study (excluding inflation) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD.

10. The cost of the first year of study (10 months) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD.

                                                                                                                             (sum in numbers and words)

11. Payment by contract is made by the customer in freely convertible currency, which is transferred to the currency account of KPI or in UAH after converting at the current rate of the National Bank of Ukraine to the registration account of the University at the SCU in Kyiv for each semester.

12. The first contribution for the 1st year of training is not less than 50% of the cost of the educational service for the current academic year and is paid not later than September 1, the first year of study.

13. The payment procedure shall be established in the form of making payments in due time:

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| --- | --- |
|  |  |
|  |  |

14. Payment of educational services is considered to be done properly on the day of actual transfer of funds to the current account of the University.

15. Each academic year consists of two semesters.

**RESPONSIBILITY OF THE PARTIES FOR NEGLIGENCE OR INDEPENDENT EXERCISE OF LIABILITY**

16. For non-fulfillment or improper fulfillment of the terms of the agreement, the parties shall be liable in accordance with the legislation of Ukraine and this agreement.

17. In the case of early termination of the contract as a result of violations of the contractor's obligations or on the initiative of the customer, in case of deduction of the recipient (except for cases when the customer is deducted in connection with failure to fulfill the duties specified in Article 63 of the Law of Ukraine "About Higher Education" ) funds made by the customer as payment for the provision of educational services are returned to him in the amount of the payment for part of the service not provided on the date of termination of the contract.

18. In case of early termination of the contract in connection with violation of contractual obligations by the customer or non-fulfillment by the recipient of the duties specified in Article 63 of the Law of Ukraine "About Higher Education", the funds, which were made by the customer, are not returned.

19. In case of untimely payment of fees by the customer in the amounts and in the order specified in clause 13 of the contract, the executor deducts the recipient.

**TERMINATION OF CONTRACT**

20. The contract is terminated:

20.1. by agreement;

20.2. in case of impossibility of fulfillment of obligations by the party to the contract in connection with the adoption of regulatory acts that changed the conditions established by the agreement on educational services and the agreement of any of the parties to amend the contract;

20.3 in the case of the liquidation of a legal entity - the customer or the executor, if the successor is not determined;

20.4 in case of deduction from the educational institution of the recipient in accordance with the law and the terms of the contract.

**PROCEDURE OF SOLVING DISPUTES**

21. All disputes arising out or related to a contract shall be settled by negotiation, and in case of failure to reach agreement, by court.

**MISCELLANEOUS**

22. The Agreement comes into force from the moment of its signing by the parties and operates until it is fully implemented.

23. The contract shall consist of 3 copies, which have the same legal force.

24. Payment for accommodation and provision of medical services is not included in the cost of education and is regulated by separate agreements (contracts).

25. The executor encourages the recipient to receive an invitation to study in Kyiv in accordance with the legislation of Ukraine.

26. The Executor does not bear the expenses associated with the registration of a passport or a document which replaces it (registration of a temporary residence permit), visa registration and travel of the recipient to the country of permanent residence in all cases, as well as his personal travels on the territory of Ukraine and abroad.

27. The Contractor does not assume any obligations regarding the life insurance and property of the recipient.

28. In case of death of the customer-student, the performer does not bear the costs associated with the transportation of the body.

29. Amendments and additions to the contract shall be admissible only by concluding an additional agreement in writing signed by the parties.