

AGREEMENT
on educational services provision
to foreign citizens

Zaporizhzhia

No. _____

“ ___ ” _____ 20__

Zaporizhzhia State Medical University of the Ministry of Health of Ukraine (hereinafter referred to as the **Contractor**), represented by Rector Kolesnyk Yuriy Mykhailovych, who acts on the basis of the Statute, and

(full name of a person, ordering an educational service)

(hereinafter referred to as the **Client**), who acts on the basis of the civil legal and active capacity, for

(full name of a physical entity)

(hereinafter referred to as the **Student**), who acts on the basis of the civil legal and active capacity, together referred to as the **Parties**, in accordance with:

- Law of Ukraine No. 2141-VIII dated 05/09/2017 “On education” with amendments;
- Law of Ukraine No. 1556-VII dated 01/07/2014 “On higher education” with amendments;
- Procedure of organization of recruitment and study (traineeship) of foreigners and persons without citizenship approved by the order of the Ministry of Education and Science of Ukraine No. 1541 dated 01/11/2013 with amendments;
- Procedure of provision of commercial services by state and public educational institutions (order of the Ministry of Education and Science, Ministry of Economics and Ministry of Finance of Ukraine No. 736/902/758 dated 23/07/2010) with amendments;
- Resolution of the Cabinet of Ministers of Ukraine No. 1138 dated 17/09/1996 “On approval of the list of paid services that can be provided by state healthcare institutions and higher medical education institutions” with amendments;
- The list of paid services that can be provided by educational institutions and other institutions of the educational system, which are the part of the state and public forms of ownership (resolution of the Cabinet of Ministers of Ukraine No. 796 dated 27/08/2010 with amendments);
- Resolution of the Cabinet of Ministers of Ukraine No. 136 dated 26/02/1993 “On foreign citizens training in Ukraine” with amendments;
- Standard Agreement “On educational services provision between higher education institution and physical (legal) entity” approved by the Regulation of the Cabinet of Ministers of Ukraine No. 634 dated 19/08/2015;
- Statute of the Zaporizhzhia State Medical University

have concluded the Agreement for the following:

1. SUBJECT OF THE AGREEMENT

1.1. The subjects of the Agreement is the educational services provision.

The Contractor takes the responsibility to provide the educational services to the Student at the Client’s expense, namely:

mode of study

educational qualification level

specialty

educational services

place of educational services provision

International Faculties No. 1 and 2

(full name of a student, country)

term of educational services provision

(set by dates of Student’s admission to and expulsion from the educational institution)

1.2. The educational services under the Agreement are provided as the paid educational services according to the Law.

1.3. The admission of the Student to Zaporizhzhia State Medical University (hereinafter referred to as the University) for studying is carried out by the order of the Rector under the following conditions:

- a) the Student has provided all the duly completed documents for studying at the University;
- b) the Student has successfully passed the interview for the admission to the University;
- c) the Agreement on the educational services provision has been concluded with the Student;
- d) the Client / Student has paid a tuition fee in accordance with the procedure as provided for by the Section 5 of the Agreement.

1.4. The Student's promotion for following semesters / courses is carried out by the order of the Rector under the following conditions:

- a) the Student has successfully completed academic curriculum for the corresponding academic semester / year;
- b) the Client / Student has paid a tuition fee in accordance with the procedure as provided for by the Section 5 of the Agreement.

1.5. Studying under the Agreement does not give a right to receive a state scholarship.

1.6. The payment for the mandatory health insurance, medical checkups and registration in bodies of the State Migrations Service of Ukraine is to be carried out at the expense of the Client / Student / a third party.

2. OBLIGATIONS OF THE CONTRACTOR

2.1. To provide the Student with the educational services at the state educational standards level.

2.2. To ensure observance of the Student's rights as a participant in the educational process in accordance with the Law of Ukraine.

2.3. To inform the Client / Student of rules and requirements for the educational services provision, its quality and content, the rights and obligations of the Parties in providing and receiving such services in accordance with the current Law of Ukraine.

2.4. To ensure nostrification of the documents confirming previous education of the Client / Student in foreign countries at the expense of the Client.

2.5. To issue to the Student a higher education document of a state standard, provided that the Student completed the curriculum to the extent required for obtaining a certain higher education degree or educational qualification level (payment for the higher education document is carried out by the Client / Student in accordance with the current Law, the limit cost of the higher education documents of the state standard and the list of information to-be included in the higher education document is set by the Cabinet of Ministers of Ukraine).

2.6. To provide the Students in due order with accommodation for an extra payment determined by the Contractor in accordance with the current Law.

3. OBLIGATIONS OF THE CLIENT

3.1. To pay in time tuition fee in the amount, term and order in accordance with the terms of the Agreement.

3.2. To inform the Contractor in time about the reasons for the failure of timely payment under the Agreement and provide a documentary evidence of a valid reason for the failure.

3.3. To exercise due respect for the scientific-pedagogical, educational-auxiliary, administrative-economic and engineering-technical staff of the Contractor.

3.4. To compensate the Contractor for damage caused by the Student's actions, in accordance with a procedure provided for by the current Law and the Agreement.

4. OBLIGATIONS AND RIGHTS OF THE STUDENT

- 4.1.** To provide the Contractor with the documents required for the admission to the University in time and in full.
- 4.2.** In case of the Client not being able to comply with the terms stated in para. 3.2 of the Agreement, to be responsible for the tuition fee payment.
- 4.3.** To attend the classes provided for by the academic curriculum and the educational process schedule in time and in full.
- 4.4.** To perform all kinds of tasks on the disciplines provided for by the academic curricula in time and appropriately.
- 4.5.** In accordance with the current Law of Ukraine, upon every arrival from abroad the Student is obliged to get a medical checkup and provide the Contractor with a medical checkup certificate within 10 (ten) calendar days after returning to the place of study.
- 4.6.** To master theoretical knowledge, practical skills and modern methods of research in the chosen specialty in accordance with the state standards.
- 4.7.** To duly take (retake) tests and examinations, pass module tests, and make up missed classes in terms and on schedule established by the relevant departments (dean's offices) of the Contractor.
- 4.8.** To inform the Contractor of being unable to attend classes for valid reasons.
- 4.9.** To constantly strive to improve the overall culture, moral and physical perfection.
- 4.10.** To exercise due respect for the scientific-pedagogical, educational-auxiliary, administrative-economic and engineering-technical staff of the Contractor.
- 4.11.** To pay a fee for make-up classes missed without valid reasons in time and in full.
- 4.12.** To treat with due care the state property that the Student was given for use.
- 4.13.** To adhere to the rules of the internal labor regulations of the University.
- 4.14.** To fully compensate the Contractor for damage caused by non-fulfillment or improper fulfillment of the terms of the Agreement.
- 4.15.** In case of expulsion, the Student is obliged to fill a clearance list and give it to the dean's office within 14 (fourteen) calendar days as well as to present a travel ticket to the homeland, and to cancel registration and leave Ukraine in due order.
- 4.16.** The Student has the rights provided for by the Art. 62 of the Law of Ukraine "On higher education".

5. COST OF THE EDUCATIONAL SERVICES AND PAYMENT TERMS

5.1. The amount of the payment is established for the whole period of the educational services provision under the Agreement in US dollars and cannot be changed by the Contractor, except for the cases specified by the Law, taking into account Art. 73 of the Law of Ukraine "On higher education", about which the Contractor informs the Client / Student.

5.2. The cost of the educational services is as follows:
for the whole period of study (total) — _____ US dollars
including:

1 course - _____ US dollars; 2 course - _____ US dollars; 2 course - _____ US dollars;
4 course - _____ US dollars; 5 course - _____ US dollars; 6 course - _____ US dollars.

The total cost of the educational services is set in accordance with the terms of the Agreement. The cost of the educational services is exempt from VAT on the basis of subpara. "r" of subpara. 197.1.2 para. 197.1 Art. 197 of the Tax Code of Ukraine.

5.3. The payment is to be performed by the Client / Student / a third party in non-cash order on the bank account of the Contractor in the national currency of Ukraine according to the currency exchange course of the NBU effective at the moment of payment.

In the following order: _____ by _____
(whole sum at once / per year / per semester) (date or term)

Bank expenditures connected with the operations of transferring money as the tuition fee payment are covered at the expense of the Client / Student, making such a payment.

5.4. The payment for the first year of study is to be made in the amounts provided for by para. 5.2 of the Agreement in the following terms:

- for the autumn semester: by “___” _____, 20___;
- for the spring semester: by “___” _____, 20___.

5.5. The payment for studies at the following courses is to be made in the amounts provided for by para. 5.2 of the Agreement in the following terms:

- for the autumn semester: by “___” _____ of the corresponding year;
- for the spring semester: by “___” _____ of the corresponding year.

5.6. The Client / Student has the right to pay for the educational services under this Agreement in advance in the manner provided for by para. 5.4-5.5 of the Agreement.

5.7. In case of non-fulfillment of requirement of para. 5.4-5.5 of the Agreement, the Contractor has the right, at his own discretion, to suspend the Student from classes up to 30 (thirty) calendar days until the full implementation of the mentioned paragraphs of the Agreement.

5.8. The funds, received for the educational services provision for the corresponding study semester under the Agreement, shall remain at the disposal of the Contractor to fulfill the statutory tasks in accordance with the current Law in case of the Student’s expulsion for the following reasons:

- for academic failure;
- for absence from classes without valid reason within 30 (thirty) calendar days;
- for Student’s violation of the laws of Ukraine and the rules of the Contractor’s internal regulations;
- for the Student providing documents that do not reflect reality;
- for the Student not providing a complete set of documents within 60 (sixty) calendar days after admission to the classes.

5.9. In case of early termination of the Agreement as a result of Contractor’s violation of Agreement obligations or on the initiative of the Client / Student, in case of the Student’s expulsion (except for cases when the Student is expelled due to non-fulfillment of obligations defined by the Art. 63 of the Law of Ukraine “On higher education” and para. 5.8 of the Agreement) the funds made by the Client / Student 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.

5.10. Additional (individual) classes conducted with the Student beyond the established academic curricula are subject to additional payment in the manner established by the Contractor.

5.11. The Student’s make-up classes missed without valid reasons are subject to additional payment in the amount established by the Contractor and in accordance with the current Law and the “Regulations on the organization of the making up missed classes” approved by the Contractor’s Academic Council.

6. RESPONSIBILITIES OF THE PARTIES

6.1. The Parties bear responsibility for non-fulfillment or improper fulfillment of their obligations as per the Agreement in accordance with the current Law of Ukraine and Agreement.

6.2. In case of violation of the established terms provided for by the Agreement, the Client / Student has to pay the debt and the fine in the amount of 0.1 percent of the total debt for every overdue day, including the actual day of paying the debt or the day of the Student’s expulsion.

In case when the overdue payment exceeds 30 (thirty) calendar days, the Contractor has the right to terminate the Agreement before its term ends without concluding an additional agreement to the Agreement and expel the Student. The date of the Agreement termination and the Student’s expulsion is the date specified in the corresponding order of the Contractor. In this regard the Client / Student is obliged to compensate the Contractor the cost of the actual received educational service under the Agreement, and also pay the above-mentioned fine for exceeding the term of money

liabilities fulfillment as of the expulsion day as billed by the Contractor within three days from the day of early termination of the Agreement and the Student's expulsion.

6.3. In case of academic debts, the Student is obliged to liquidate them in the period established by the Contractor. If failed, the Student may be expelled by the Contractor.

6.4. In case of early termination of the Agreement the Student is obliged to compensate the Contractor the cost of the actual received educational service under the Agreement.

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. Under the Agreement, force-majeure circumstances mean any extraordinary or inevitable during the period of the Agreement terms fulfillment external circumstances (events) caused by the actions of forces of nature, in particular, but not exclusively: earthquake, flood, subsidence or shift, cyclone, fire, adverse weather conditions (accumulation of snow, black ice, hurricane, storm), gas and (or) power supply shortages or interruptions due to accidents at gas and (or) power supply facilities, civil disorders, terrorist attacks, war or military activities, epidemics, recorded as per the Law acts of illegal actions committed by third parties, strikes, blockades, closing of routes, temporary prohibitions on the products transport by railways, declaration of state of emergency or martial law, anti-terrorist operations, export or import bans, publication by the state authorities or local self-governing bodies of any acts that render impossible or significantly impede the obligations fulfillment by a Party under the Agreement.

7.3. A 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.

7.4. 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 3 (three) months without interruption 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. AGREEMENT VALIDITY

8.1. The Agreement comes into force as of the date of its conclusion, and it remains valid during the term specified in para. 1.1 of the Agreement, and in any case until the Parties fully fulfill their obligations under the Agreement.

The expiration of the term of the Agreement does not exempt the Parties from responsibility for its non-fulfillment.

8.2. The validity of the Agreement shall be suspended in case of study interruption (academic leave) by the Student on the basis provided for by the current Law for the whole term of such interruption, taking into account para. 9.1 of the Agreement.

8.3. The Agreement may be terminated in advance:

8.3.1. by agreement of the Parties;

- 8.3.2.** if a 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;
- 8.3.3.** in case of the Student's expulsion from the University for the following reasons:
 - 8.3.3.1.** voluntarily;
 - 8.3.3.2.** for academic failure;
 - 8.3.3.3.** for overdue payment exceeding 30 (thirty) calendar days;
 - 8.3.3.4.** for absence from classes without valid reason within 30 (thirty) calendar days;
 - 8.3.3.5.** for health reasons on the basis of a medical certificate;
 - 8.3.3.6.** for Student's violation of the laws of Ukraine and the rules of the Contractor's internal regulations;
 - 8.3.3.7.** due to transfer to another educational institution;
 - 8.3.3.8.** for the Client / Student providing documents that do not reflect reality;
 - 8.3.3.9.** for the Student not providing a complete set of documents within 60 (sixty) calendar days after admission to the classes;
- 8.3.4.** on the initiative of one of the Parties in cases provided for by Section 7 of the Agreement;
- 8.3.5.** by the decision of the court;
- 8.3.6.** in other cases provided for by the Agreement and current Law.
- 8.4.** The date of the Agreement termination and the Student's expulsion is the date specified in the corresponding order of the Contractor.

9. FINAL PROVISIONS

9.1. Amendments and additions to the Agreement shall be made with the consent of the Parties by issuing a corresponding order of the Rector with which the Students is acquainted or by signing an additional agreement that form an integral part of the Agreement.

9.2. The Contractor and the Client guarantee that at the moment of the Agreement conclusion they are not in any way restricted by the Law, other normative or legal acts, court decisions or in other way, provided for by the current Law, to be able to conclude the Agreement and fulfill all the terms specified in it.

9.3. The Contractor and the Client confirm that the conclusion of the Agreement and the fulfillment of its terms by the Parties do not contradict the current statutory regulations in Ukraine, in accordance with which the economic or other activities of the Parties are carried out, and accordingly confirm that the conclusion of the Agreement and fulfillment of its terms do not contradict the objectives of the Parties' activities, the provisions of their constituent documents or other local acts of the Parties.

9.4. In the fulfillment of their obligations under the Agreement, the Parties undertake to comply with the requirements of the anti-corruption legislation; their affiliates, employees or intermediaries do not pay, offer to pay and allow the payment of any funds or valuables, directly or indirectly, to any persons, for the purpose of influencing the actions or decisions of these persons in order to obtain any unlawful advantages or for other unlawful purposes.

9.5. The Client / Student agrees to processing and storing the personal data for the obligations fulfillment under the Agreement in accordance with the Law of Ukraine No. 2297-VI dated 01/06/2010 "On protection of personal data".

9.6. Upon signing the Agreement all preliminary negotiations, correspondence, preliminary agreements, memoranda of understanding and any other oral or written agreements of the Parties on issues in anyway related to the Agreement shall lose their legal value, but may be taken into account in the interpretation of the terms of the Agreement.

The Parties agreed that according to part 3 of Art. 631 of the Civil Code of Ukraine, the terms of the Agreement apply to the relations between them that arose prior to its conclusion.

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

9.8. All corrections in the text of the Agreement are valid and may be taken into consideration only if they are dated in each individual case, signed and sealed by the Parties.

9.9. All disputes and differences arising from the Agreement and in connection with it, the Parties shall settle through negotiations. If the Parties cannot come to an agreement, the dispute shall be resolved by the court in accordance with the current Law of Ukraine.

9.10. The Client / Student notifies the Contractor in writing about a change of any details within 5 (five) calendar days as of the date of such changes. The change of the Contractor's details is published on the official site of the Contractor: <http://zsmu.edu.ua>. The Contractor is not responsible for an incorrect transfer of funds by the Client / Student using incorrect bank details that do not correspond to those published on the Contractor's official site at the time of such transfer. In this case, it is considered that the payment for the educational services provision under the Agreement is not carried out properly.

9.11. The Agreement is drawn-up with the full understanding by the Parties of its terms and terminology in the Ukrainian and English languages in two (three) authentic copies, having equal legal force, one for each of the Parties.

10. LOCATION AND DETAILS OF THE PARTIES

Contractor

Zaporizhzhia State Medical University
Maiakovskiyi avenue, 26
Zaporizhzhia, 69035, Ukraine
Bank account (in national currency)
31259264103552 at STSU, Kyiv
Interbranch Turnover code 820172
Bank account (in foreign currency) 25302000000018
at Zaporizhzhia branch of Ukreximbank JSC
Code of Unified State Register of Enterprises and
Organizations of Ukraine 02010741
Individual Tax Number 020107408297
VAT payer's license No. 11785521
Tel.: (061) 224-64-69; fax (061) 233-60-07
E-mail: zsmu@zsmu.zp.ua

Rector

_____/Yu. M. Kolesnyk/

seal

Client

Address: _____

Passport: _____

Issued: _____

Tel.: _____

E-mail: _____

(signature)

(full name)

Student

Address: _____

Passport: _____

Issued: _____

Tel.: _____

(signature)

(full name)