

CONTRACT No. _____

On provision of educational services to physical entities-foreign citizens

Kyiv

„___“ _____ 20__.

National Academy of Fine Arts and Architecture, represented by its Rector Andriy Chebykin, acting on the ground of the Charter of the Academy (hereinafter – Executor) and other legal documents, and _____
(hereinafter – Client) for _____ (surname, name, patronymic of a physical entity) (hereinafter – Receiver), have concluded the present contract as follows:

1. SUBJECT OF THE CONTRACT

1.1. The subject of the contract is the provision of educational service. The Executor undertakes to provide educational service to the Receiver at Client’s expense, viz. to provide education for the Receiver

under _____ mode of study, in specialty

(specialty, field of study)

_____, educational load of the student in credits under European Credit Transfer

(higher education degree bachelor, master)

and Accumulation System _____, term of study:_____.

1.2. The term of provision of the educational service is determined starting from the date of enrolment of the Receiver to the University under Enrolment Order and until the date of his/her expelling under Expulsion Order.

2. RIGHTS AND OBLIGATIONS OF THE EXECUTOR

2.1. The Executor undertakes:

- to provide the Receiver with an educational service under higher education standards (if the legislation provides for state standards for educational services);
- to provide for securing the rights of the Client and the Receiver under the laws of Ukraine;
- to award the Receiver a state-recognized document certifying scientific degree (if the legislation provides for awarding such a document under educational (scientific) program) if the Receiver has taken educational load successfully to the extent, which is required for a certain higher education degree;

- to inform the Receiver of rules and requirements pertaining organization of educational service provision, its quality and contents, about his rights and obligations during provision and receiving the above service.

2.2. The Executor is entitled:

- to demand from the Client to make timely payments for the educational service in the amount and in the procedure, provided for hereby;
- in case of violation by the Receiver of provisions of clause 4.1. hereof to make him/her liable, as well as to expel from the University;
- to terminate this Contract in case of non-fulfillment or undue fulfillment of the contract provisions by the Client or Receiver.

3. RIGHTS AND OBLIGATIONS OF THE CLIENT

3.1. The Client undertakes:

- to make timely payments for the educational service in the amount and in the procedure, provided for herein.

3.2. The Client is entitled to demand from the Executor:

- Provision of educational service to the Receiver under higher education standards (if the legislation provides for state standards for educational services);
- securing his/her rights and rights of the Receiver;
- awarding to the Receiver a state-recognized document certifying scientific degree (if the legislation provides for awarding of such a document under educational (scientific) program) if the Receiver has taken educational load successfully to the extent, which is required for a certain higher education degree;
- informing the Receiver of the rules and requirements pertaining organization of educational service provision, its quality and contents, about his rights and obligations during provision and receiving the above service.

4. RIGHTS AND OBLIGATIONS OF THE RECEIVER

4.1. The Receiver undertakes:

- to fulfill obligations under Art. 63 of the Law of Ukraine "On Higher Education";
- to comply with the requirements of the legislation of Ukraine, to comply with the requirements of the Internal code of conduct of the University, requirements of the regulative documents, connected with rules and obligations of the Receiver, being a student, to comply with the Statutes of the Executor, orders, decisions and instructions concerning organization of educational service.

4.2. The Receiver has the rights under Art. 62 of the Law of Ukraine "On Higher Education".

5. PAYMENT FOR PROVISION OF EDUCATIONAL SERVICE AND SETTLEMENT PROCEDURE

5.1. The amount of payment for provision of educational service in full is set in national currency, whereas the Executor has the right to change the amount of tuition fee not more than once a year and the amount of such change cannot exceed officially established inflation rate for a previous calendar

year and is obliged to notify the Client thereof by posting information on the official web site of National Academy of Fine Arts and Architecture.

5.2. Total amount for educational service for the whole period makes _____

__UAH.

(amount in figures and words)

The price of educational service is given excluding inflation rate.

5.4. The price of educational service for a year of study at the moment of signing the contract makes _____ UAH.

5.5. The Client makes payment _____ in non-cash form on or before

(in single payment, annually, each semester)

September 30 of the current year in national currency of Ukraine under the official exchange rate of the National Bank of Ukraine at the moment of rendering an invoice to the Client for payment. If the payment is made by installments – at the moment of rendering an invoice to the Client for payment of the respective part. The first installment is paid by the Client after the issue of the respective order about his/her enrollment to the University, but not later than «__» _____. Payment for educational services is deemed to be duly effected on the date the funds are credited to the current account of the University.

6. LIABILITY OF THE PARTIES FOR NON-FULFILLMENT OR UNDULY FULFILLMENT OF THEIR OBLIGATIONS

6.1. The Parties are liable for non-fulfillment or unduly fulfillment of their obligations under the legislation and under the provisions hereof.

6.2. In case of late payment for educational services the Client pays the Executor a penalty in the amount of 0.1% of the amount of outstanding liability for each day of delay.

6.3 In case of early termination hereof because of violation by the Executor of his/her contractual obligations or on Client's own will, in case of expulsion of the Receiver of the educational service (except the Receiver is expelled for non-fulfillment of obligations under art. 63 of the Law of Ukraine "On Higher Education") the funds, which were paid by the client as payment for provision of educational service, are refunded in the amount, which is equal to the amount for services, which were not provided as of termination hereof.

6.4. In case of early termination of the contract due to violation by the client of his/her contractual obligations or non-fulfillment by the Receiver of his/her obligations under Art. 63 of the Law of Ukraine "On higher Education", the funds, which were paid by the Client, remain with the executor and are used for fulfillment of its statutory tasks.

7. TERMINATION, EXTINCTION, CHANGE OF THE CONTRACT

7.1. The contract is terminated:

- upon mutual agreement of the Parties; if fulfillment by either Party of its obligations is impossible due to adoption of laws and regulations, which changed conditions, set forth by the contract for educational services and if either of the Parties does not give its consent to respective changes to the Contract; in case of liquidation of legal entity of the Client or the Executor if no successor was nominated; in case of expulsion of the Receiver from the University under the legislation; under a

court order in case of systematical violation of failure to fulfill by either Party of conditions of the contract.

7.2. The Contract can be terminated by the Executor with expulsion of the Receiver from the University if the Receiver has committed a crime or if he/she has violated the legislation of Ukraine in force, which results in deportation from Ukraine; for gross violation of Code of internal conduct, dormitory rules, systematic absence from classes, in case of appearance in the state of narcotic and alcoholic intoxication, hooliganism, deliberate damage or destruction of the Executor's property.

7.3. The Contract is deemed to be terminated from the moment of issue of order by the Executor on expulsion of the Receiver or on other grounds, provided for by legislation of Ukraine in force.

7.4. In case the Executor is granted an academic leave under the legislation the Contract ceases to be effective temporary for the whole period of such leave and the respective changes to the Contract are entered.

7.5. In case of termination of this Contract on the reasons listed in clause 7.2. the money paid for educational service are not refunded.

7.6. The terms and conditions hereof can be changed by the agreement of the Parties by signing additional agreements, which are an integral part hereof.

7.7. In case of transfer of the Receiver within the University in the procedure provided for by the legislation of Ukraine in force, the residual amount paid can be credited as payment for education in a new field (specialty) or can be refunded to the Client.

8. MISCELLANEOUS

8.1. This Contract enters into force from the moment of its signing by all the Parties and remains in full force and effect until the Receiver is expelled under the order of the Executor.

8.2. Under art. 48 of the Law of Ukraine „On Higher Education“ the Receiver chooses the language of instruction: Ukrainian, English (underline the necessary).

8.3. For the purpose of the Law of Ukraine „On Protection of Personal Data“ the Client and the Receiver give the Executor their consent to collection and use of information about the Receiver for ordering, making, recording and issuing a student ID, educational documents, as well as securing functioning of the Unified Database of the Ministry of Education and Science of Ukraine within the scope, which is necessary to achieve the above aim. The above information can be provided to third persons, which are immediately involved in ordering, making and issue of student IDs, educational documents, as well as securing functioning of the Unified Database of the Ministry of Education and Science of Ukraine, as well as in other cases, directly provided for by the legislation.

8.4. All the differences and disputes, arising out of or in connection herewith are settled through negotiations between the Parties; if the Parties fail to settle the dispute through negotiations, it is solved in a legal procedure under the legislation of Ukraine in force.

8.5. This Contract is executed in three (two) counterparts having equal legal force.

9. ADDRESSES AND DETAILS OF THE PARTIES:

EXECUTOR: National Academy of Fine Arts and Architecture

Address:, #20, Voznesenskiy Uzviz, Kyiv, 04053 Ukraine

Bank details:

Rector _____ Andriy Chebykin

(signature)

CLIENT: _____

(surname, name, patronymic)

Address: _____ tel.

Passport _____ issued _____

_____ Identification

number _____

Signature: _____

RECEIVER:

(surname, name, patronymic)

Address: _____ tel.

Passport _____ issued _____

_____ Identification

number _____

Signature: _____

