

Agreement № _____
about education for training on educational programs of Higher Education

Makhachkala

« _____ » _____ 201__ г.

Federal State Budgetary Educational Institution of Higher Education "Dagestan State Medical University" of the Ministry of Healthcare of the Russian Federation which implements the educational activity on the basis of licenses from August 12, 2016 No. 2337, issued by the Federal service for supervision in education and science to conduct educational activities (series 90JI01 No. 0009401) and certificate of state accreditation of 31 October 2016. No. 2315 issued by the Federal service for supervision of education and science for the implementation of educational activities (series 90A01 No. 0002438), hereinafter referred to as the "Implementer", represented by rector Mammaev Suleyman Nurattinovich, operating on the basis of the Ordinance (order of the Ministry of Healthcare of the Russian Federation. dated June 23, 2016 No. 415), on the one hand, and

(Surname, First name, Patronymic of the individual / name of the legal entity that concludes the contract)

_____,
hereinafter referred to as the "Customer" in the person of _____

(name of the post, Surname, First name, Patronymic of the Customer 's representative)

operating on the basis of _____
(details of the document that certifies the authorities of the Customer's representative)

and _____
(Surname, First name, Patronymic of the person that is enrolled for the training)

named _____ hereinafter as the "Student", collectively named "Parties", made this Agreement about following:

I. The Subject of the Agreement

1.1. The Contractor undertakes to provide an educational service, and the Customer undertakes to pay for training on the educational program of Higher Education in the specialty

(name of the specialty)

on daily (full-time) form of training within the Federal state educational standard in accordance with the curriculum, including individual, and educational programs of the Contractor.

1.2. The term of mastering of the educational program (duration of training) at the time of signing the Contract is _____ years.

1.3. After mastering the educational program and successfully passing the state final certification, a specialist diploma is issued to the Student. Persons who have not passed the final certification, or got unsatisfactory results at the final certification, as well as persons who have mastered the part of the educational program and (or) expelled from the University, are issued a certificate of training or of the training period.

II. The Interaction of the parties

2.1. The Contractor has the right to:

2.1.1. Implement independently the educational process, establish evaluation systems, forms, order and frequency of intermediate certification of the Student.

2.1.2. Apply incentives and penalties to the student in accordance with the legislation of the Russian Federation, the Contractor's constituent documents, by this Agreement and local regulations of the Contractor.

2.2. The Customer has the right to receive the information from the Contractor on the organization and ensuring the proper rendering of services provided for in section I of this Agreement.

2.3. The student is granted academic rights in accordance with part 1 of article 34 of the Federal law of December 29, 2012 No. 273-Φ3 "On education in the Russian Federation". The student also has the right to:

2.3.1. Receive the information from the Contractor on the organization and ensuring the proper rendering of services provided for in section I of this Agreement.

2.3.2. Use the Contractor's property which is necessary for the mastering of the educational program in accordance with the procedure that is established by local regulations.

2.3.3. Take part in social, cultural, health and other events which are organized by the Contractor in accordance with the procedure that is established by local regulations.

2.3.4. Get complete and accurate information about the assessment of their knowledge, skills, and competencies, and also about the criteria of this assessment.

2.4. The Contractor is obliged to:

2.4.1. Enroll a Student who has fulfilled the conditions of admission established by the legislation of the Russian Federation, constituent documents, and local regulations of the Contractor, after receiving payment for the first year of study, as a student.

2.4.2. Bring to the Customer information which contains some evidences about the rendering of paid educational services which are provided by the legislation of the Russian Federation by placing it on the official website of the Contractor in the telecommunications network "Internet".

2.4.3. Organize and ensure the proper rendering of educational services provided for in section I of this Contract. Educational services are provided in accordance with the Federal state educational standard or educational standard the curriculum including individual curriculum and the schedule of the Performer.

2.4.4. Provide the Student with the conditions for mastering the chosen educational program.

2.4.5. Accept the payment for educational services from the Student and (or) from the Customer within the terms which are established by this Agreement.

2.4.6. Ensure the Student with respects of human dignity the protection from all forms of physical and mental violence, insults of the person and protection of life and health.

2.5. The Customer and (or) the Student is obliged to pay a timely fee for the educational services rendered to the Student, specified in section I of this Agreement, in the amount and in the manner that is defined by this Agreement and also to render the payment documents which confirm such payment.

III. The cost of educational services, the terms and procedure of payment

3.1. The full cost of educational services for the entire period of Student's studies is _____ rubles.

The cost of one year of Student's studies is _____ rubles.

The increase of the cost of educational services after making of this Agreement is not allowed, except for an increase of the cost on mentioned services, taking into account the level of inflation provided by the main characteristics of the Federal budget for the next financial year and planning period.

3.2. The payment for the first year of training is made until August 21 and annually until the beginning of the next academic year - September 1.

3.3. The payment is made by Bank transfer to the Contractor's account.

3.4. If the contract is terminated before the expiration date for the Parties to fulfill their obligations, the cost of training is deducted from the Customer until the date of the Student's expulsion which is specified in the expulsion order. Each full or incomplete calendar month of training is paid at the rate of 1/10 of the cost of the corresponding year of training in which the Student was expelled. The balance of the amount which is paid by the Customer in rubles is returned to the Customer on his personal application within thirty working days by transferring to the account specified in the application or by cash at The University's cash desk.

3.5. In cases where the student is granted academic leave, maternity leave, or parental leave until the Child reaches the age of three years, the Customer is charged the cost of training until the start date of the leave which is specified in the leave order. Each full or incomplete calendar month of training is paid at the rate of 1/10 of the cost of the corresponding year of study in which the Student was granted the leave. The balance of the amount which was paid by the Customer previously is credited to the tuition fee after the end of the leave.

The cost of training of the Student after the end of academic leave, maternity leave, and parental leave until the child reaches the age of three years is determined in accordance with paragraph 3.1 of this Agreement onto the year of leave's end.

3.6. In cases where the University is unable to fulfill its obligations under this contract which arose as a result of the Student's actions (inaction), the cost of training that the University was not able to provide is paid by the Customer in full. The termination of the Agreement and the procedure of returning the balance of the tuition fee which was paid previously are made in accordance with paragraph 3.4 of this contract.

IV. The procedure of changing and terminating the Agreement.

4.1. The conditions under which this Agreement was concluded may be changed by agreement of the Parties or in accordance with the legislation of the Russian Federation.

4.2. This Agreement may be terminated by treaty of the Parties.

4.3. This Agreement may be terminated on the initiative of the Contractor unilaterally in cases provided for in paragraph 21 of the Rules for the rendering of paid educational services approved by the government of the Russian Federation No. 706 from August 15, 2013.

4.4. This Agreement is terminated prematurely:
at the initiative of the Student or parents (legal representatives) of a minor Student, including in the case of transfer of the Student in another organization that implements educational activities for continuing the mastering of the educational program;

on the initiative of the Contractor, in the case of applying the exclusion as a measure of disciplinary sanction to the Student who has reached the age of fifteen years, in case of non-fulfillment of duties on conscientious mastering of such educational program and implementation of the curriculum by the Student of the professional educational program, as well as in the case of a violation of the order of admission to an educational organization, which caused the Student to illegal enrollment in an educational organization;

for circumstances that do not depend on the will of the Student or the parents (legal representatives) of the minor Student and the Contractor, including in the case of liquidation of the Contractor.

The date of termination of the Agreement is the date of the Student's expulsion that is specified in the expulsion order.

4.5. The contractor has the right to refuse of implementation the obligations under the Agreement, provided that the student will be fully compensated for losses.

4.6. The Student has the right to refuse of implementation this Agreement, provided that the Contractor will be paid the actual expenses which were incurred by him.

4.7. If the Student is granted academic leave maternity leave or parental leave until his child reaches the age of three years this Agreement will be suspended.

V. The responsibility of the Contractor, the Customer and the Student

5.1. For nonfulfillment or improper fulfillment of their obligations under the Agreement the Parties take responsibility under the legislation of the Russian Federation and this Agreement.

5.2. If there is a lack of educational services, including rendering these services not in full, provided by educational programs (part of the educational program) the Customer has the right to demand by choice:

5.2.1. Free rendering of educational services.

5.2.2. A proportionate reduction of the cost of the provided educational service.

5.2.3. The reimbursement of expenses, which were incurred by them to eliminate the shortcomings of the rendered educational service by their own or by third parties.

5.3. The Customer has the right to refuse from fulfillment of the Agreement and to demand the full compensation for losses if the Contractor did not eliminate the shortcomings of the educational service within the period that is agreed with the Contractor. The Customer also has the right to refuse from fulfillment of the Agreement if he found out a significant lack of the rendered educational service or other significant deviations from the Agreement terms.

5.4. If the Contractor has violated the terms of rendering an educational service or if during the rendering of the educational service it became obvious that it will not be rendered on time the Customer has the right by choice:

5.4.1. To assign a new term to the Contractor during which the Contractor must start rendering of the educational service and (or) finish rendering of the educational service.

5.4.2. Instruct to render educational services to third persons for a reasonable price and require the Contractor to pay the incurred expenses.

5.4.3. To require a reduction of the cost of educational services.

5.4.4. To terminate the Agreement.

5.5. The student is responsible for damage of the University's property. Compensation for damage which was caused to the University by the Customer does not exempt the Student from bringing him to disciplinary, administrative or criminal responsibility in accordance with the legislation of the Russian Federation.

VI. The Agreement period

6.1. This Agreement comes into force from the date of its conclusion by the Parties and is valid until the fully fulfillment of Obligations by the Parties.

VII. Final regulations.

7.1. The information which is specified in this Agreement corresponds to the information which is published on the official website of the Contractor in the telecommunications network «Internet» on the date of conclusion of this

VIII. Addresses and requisites of the parties.

Contractor

The federal state
budgetary educational
institution
of higher education
"Dagestan State Medical
University"
of the Ministry of healthcare
of the Russian Federation

367012, Makhachkala,
R.Gamzatov, Ave. 1

ИНН/КПП 0562010215
/05720101
Р.сч. 40501810800002000002
in the Department
of the National Bank
of the Republic of Dagestan
Makhachkala
БИК 048209001

S.N.Mammaev

.....
(signature)

Customer

.....
.....
.....
(S,F,P /name of the legal entity)

.....
(date of birth)

.....
.....
.....
(address of residence/legal address)

.....
.....
.....
(passport details / Bank details)

Contacts

.....
(signature)

Student.

.....
.....
.....
(S,F,P)

.....
(date of birth)

.....
.....
.....
(address of residence)

Passport's series.....
№.....
issued.....

Contacts.....

.....
(signature)