Annex 1

CONTRACT № \_\_\_\_\_\_

on education for training a foreign citizen on

educational programs of additional education at the expense of the physical and (or) legal entity

Samara "\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

(place of contract conclusion) (date of contract conclusion)

The Federal State Budgetary Educational Institution of Higher Education "Samara State Technical University" provides training in the field of additional education on the basis of a license dated November 01, 2016 N 2447 issued by the Federal Service for Supervision in Education and Science for educational activities in the person of the Vice-Rector for evening and correspondence education of Georgy Vladimirovich Bichurov acting under power of attorney No. 15-01 / 1287 issued on 05/25/2017, (hereinafter referred to as the “Contractor”) with The first party and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as the “Customer / Listener” have entered into this Agreement (hereinafter referred to as the “Agreement”) as follows:

I. Subject of the Agreement

1.1. The Contractor undertakes to provide an educational service and the Customer / Listener undertakes to pay for the educational service in the supplementary educational program “Russian as a foreign language” of full-time education in the amount of 1,200 hours.

1.2. The duration of the additional educational program (duration of training) is 6.5 months from February 12 to August 31, 2018.

1.3. The Customer / Listener is issued a certificate according to a sample independently established by the Contractor after successful mastering by the Customer / Listener of the additional program and passing the final attestation.

1.4. The Customer / Listener who does not pass the final attestation or received unsatisfactory results at the final attestation as well as the Customer / Listener who has mastered a part of the additional educational program and (or) expelled from the University is issued a certificate about the training or about the training period on the model independently established by the Contractor.

II. Rights of the Contractor and the Customer / Listener

2.1. Contractor may:

         2.1.1. Independently carry out the educational process, establish assessment systems, forms, procedure and frequency of the intermediate certification of the Customer / Listener;

         2.1.2. Apply to the Customer / Listener incentive measures and disciplinary measures in accordance with the laws of the Russian Federation, the constituent documents of the Contractor, this Agreement and the local regulatory acts of the Contractor.

2.2. Customer / Listener may:

         2.2.1. Receive information from the Contractor on the organization and ensuring the proper provision of services provided for in Section I of this Agreement;

         2.2.2. Use the property of the Contractor necessary for the development of an additional educational program in accordance with the procedure established by local regulations;

         2.2.3. Accept participation in socio-cultural, recreational and other events organized by the Contractor in the manner prescribed by local regulations;

         2.2.4. Receive complete and accurate information about the assessment of their knowledge, skills, abilities and competencies as well as the criteria for this assessment.

III. Responsibilities of the Contractor and the Customer / Listener

3.1. Contractor must:

         3.1.1. Enroll a Customer / Listener who has complied with the conditions of admission established by the legislation of the Russian Federation, constituent documents, local regulatory acts of the Contractor as a student of the additional educational program “Russian as a foreign language”;

         3.1.2. Bring to the Customer / Listener information containing information about the educational service in the manner and amount stipulated by the Federal Law "On Education in the Russian Federation", the law of the Russian Federation "On Protection of Consumer Rights";

         3.1.3. Organize and ensure the proper provision of educational services provided for in Section I of this Agreement. Educational services are provided in accordance with the curriculum (including the individual) and the schedule of classes of the Contractor;

         3.1.4. Provide the Customer / Listener with the conditions for its development provided for by the selected additional educational program;

         3.1.5. Provide an educational service out of schedule if it was not provided to the Customer / Listener due to the fault of the Contractor;

       3.1.6. Provide the Customer / Listener an educational service on an individual basis (additional classes) if the Contractor has an ability subject to the conclusion of an Additional Agreement to this agreement;

       3.1.7. Show respect for the personality of the Customer / Listener, protect it from all forms of physical and psychological violence, provide conditions for strengthening physical and psychological health, emotional well-being, protection of life and health.

3.2. The customer / listener must:

       3.2.1. Pay in due time for the educational services provided to it specified in Section I of this Agreement in the amount and manner specified in Section IV of this Agreement and also to provide payment documents confirming such payment;

       3.2.2. Attend classes and notify the Contractor of the reasons for his absence in the classroom on the same day;

       3.2.3. Acquire strong and deep knowledge of the additional educational program in accordance with the content of the program and the competences specified in it;

       3.2.3. Comply with the Charter of SAMARA POLYTECH, comply with the Internal Labor Regulations, and comply with the Rules of residence in a hostel while living in a hostel, take care of the property of the Contractor;

       3.2.4. Respect and abide by the Constitution and the Laws of the Russian Federation, abide by the norms and rules of stay of foreign citizens on the territory of the Russian Federation including the norms of the Federal Law of July 25, 2002 No. 115-ФЗ “On the Legal Status of Foreign Citizens in the Russian Federation”;

       3.2.5. Be obliged to register for migration at the Directorate for Migration of the Main Directorate of the Ministry of Internal Affairs of Russia for the Samara Region within the period established by current legislation upon arrival on the territory of the Samara region;

       3.2.6. Conclude an agreement for medical care or issue a policy of compulsory medical insurance valid in the territory of the Russian Federation from the moment of arrival on the territory of the Russian Federation, undergo a medical examination in accordance with the procedure adopted by the Samara State Technical University.

3.3. Payment of scholarships and other social benefits by the Contractor is not provided.

3.4. SAMARA POLYTECH renders assistance to the Customer / Listener in obtainingmentry / exit visas in accordance with the procedure established by the legislation for entry into the territory of the Russian Federation for the purpose of studying at SAMARA POLYTECH and leaving the Russian Federation for registration in the executive authorities in the field of migration of the Russian Federation.

3.5. SAMARA POLYTECH extends the period of temporary stay in the Russian Federation of the Customer / Listener who arrived in the Russian Federation for the purpose of training in SAMARA POLYTECH on an additional educational program to the term specified in the Contract. In the case of enrollment of the Customer / Listener for training in the basic educational program that has state accreditation, the period of temporary stay in the Russian Federation of this foreign citizen is extended until the end of his term of study at SAMARA POLYTECH.

 3.6. Completion or termination of training at Samara State Technical University is the basis for reducing the period of temporary stay of the Customer / Listener in the Russian Federation.

IV. The cost of educational services, the timing and the procedure for their payment.

4.1. The total cost of the educational service for the entire period of training the Customer / Listener is 97,500 (ninety-seven thousand five hundred) rubles

       4.1.1. The Customer / Listener undertakes to pay in the following order:

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       4.1.2. The Customer / Listener pays for the educational service by depositing money at the Contractor’s cashier.

4.2. Changes in the cost of educational services after the conclusion of this Agreement are not allowed except for an increase in the cost of this service taking into account the level of inflation provided for by the main characteristics of the federal budget for the next financial year and the planning period or by agreement of the parties.

V. The procedure for amendment and termination of the Agreement

5.1. The terms on which this Agreement is concluded may be changed by agreement of the Parties or in accordance with the laws of the Russian Federation.

5.2. This Agreement may be terminated by agreement of the Parties.

5.3. This Agreement may be terminated at the initiative of the Contractor unilaterally in cases provided for in paragraph 21 of the Rules for the provision of paid educational services approved by Resolution of the Government of the Russian Federation of August 15, 2013 N 706 (Legislative Assembly of the Russian Federation, 2013, N 34, Art. 4437 ).

5.4. This Agreement terminates early:

          at the initiative of the Customer / Listener;

           at the initiative of the Contractor in the case of application to the Customer / Listener who has reached the age of fifteen years deductions as a disciplinary measure in case of non-compliance with the SAMARA POLYTECH Charter, Internal Labor Regulations, Dormitory Rules and non-fulfillment of the duties on conscientious learning of such an educational program curriculum and the implementation of the curriculum as well as in the case of a violation of the procedure for admission to an educational organization, which resulted in the fault of Customer / Listener his illegal enrollment in an educational organization;

           due to circumstances beyond the control of the Customer / Listener and the Contractor including in the event of the liquidation of the Contractor.

5.5. The Contractor shall have the right to refuse to fulfill obligations under the Contract subject to returning the funds to the Customer / Listener minus the expenses actually incurred by the Contractor.

5.6. The Customer / Listener has the right to refuse to perform this Agreement subject to payment to the Contractor of the actual costs incurred by him.

5.7. The contract may be terminated by the Parties in the manner prescribed by the current legislation of the Russian Federation in the event of force majeure including the imposition of martial law due to the inability to continue providing educational services to the Contractor due to the lack of the necessary number of teaching staff.

VI. Responsibility of the Contractor, Customer / Listener

6.1. The Parties shall be liable under the laws of the Russian Federation and this Agreement for non-fulfillment or improper fulfillment of their obligations under the Agreement.

6.2. If a shortage of educational services is detected including the provision of incomplete amounts provided for by the additional program or part of it, the Customer / Listener has the right to demand gratuitous provision of educational services or a commensurate reduction in the cost of the educational services provided as well as reimbursement of expenses incurred by them to eliminate the deficiencies provided by the educational services on their own or by third parties.

6.3. The disadvantage of the educational program is:

        6.3.1. Failure of the training plan of the thematic;

        6.3.2 Failure to comply with the schedule of classes by the Contractor;

        6.3.3. Failure to comply with the terms of this Agreement;

         6.3.4. Non-compliance with the objectives of which the Provider was supplied by the Listener when concluding this Agreement.

6.4. The Customer / Listener has the right to refuse to perform the Agreement and to demand full compensation for losses if within 10 days the defects of the educational service are not eliminated by the Contractor. The Customer / Listener is also entitled to refuse to perform the Agreement if they find a significant deficiency in the educational service provided or other significant departures from the terms of the Agreement.

6.5. If the Contractor has violated the terms of the provision of educational services (dates of commencement and (or) termination of the provision of educational services and (or) interim terms of the provision of educational services) or if it became obvious during the provision of educational services that it will not be provided in time, the Customer / Listener has the right of your choice:

         6.5.1. To assign to the Contractor a new term during which the Contractor must begin to provide the educational service and (or) finish the provision of the educational service;

         6.5.2. To provide an educational service to third parties for a reasonable price and demand reimbursement from the Contractor for expenses incurred;

        6.5.3. To require a reduction in the cost of educational services;

        6.5.4. To terminate the contract.

         6.6. The Customer / Listener pays to the Contractor a penalty in the amount of 0.1% of the outstanding amount for each day of delay in payment in case of violation of clause 5.1 of the Agreement.

VII. Contract time

7.1. This Agreement shall enter into force on the date of its conclusion by the Parties and is valid until the Parties fully fulfill their obligations.

VIII. Final provisions

8.1. The information specified in this Agreement corresponds to the information posted on the official website of the Contractor in the Internet on the date of the conclusion of this Agreement.

8.2. The term for the implementation of the additional educational program is established by order of the SAMARA POLYTECH rector.

8.3. This Agreement is made in duplicate, one for each of the parties. All copies are equally valid. Changes and additions to this Agreement may be made only in writing and signed by authorized representatives of the Parties.

8.4. Amendments to the Agreement are documented by supplementary agreements to the Agreement.