

CONTRACT No _____
of rendering the educational service within a degree programme
of higher education

St Petersburg

‘ _____ ’ _____ 20 _____

Federal State Budgetary Institution of Higher Education ‘St Petersburg State University’, hereinafter referred to as the ‘Executor’ or the ‘University’ (Licence for educational activity No 2063 issued by the Federal Education and Science Supervisory Service on 7 April 2016, Certificate of State Accreditation No 3649 issued by the Federal Education and Science Supervisory Service on 5 August 2021), represented by _____, acting under power of attorney № _____ dated _____, on the one part, and

(family name, first name, middle name (if any)/name of legal entity)

hereinafter referred to as the ‘Customer’, represented by _____

(position title, family name, first name, middle name (if any) of the Customer’s representative)

acting under _____,

(details of the document certifying the authority of the Customer’s representative)

(family name, first name, middle name (if any) of a person being enrolled in studies)

hereinafter referred to as the ‘Student’, collectively referred to as the Parties, have made this Contract (hereinafter referred to as the ‘Contract’) as follows:

1. Subject Matter

1.1. The Executor shall provide the educational service, and the Student/Customer (delete unnecessary) shall reimburse for the education in the degree programme _____

(title of the degree programme of higher education)

(degree, format of delivery, code, title of the qualification, speciality or subject area)
within the proprietary educational standard established by the Executor in accordance with the curriculum, including individualised and degree programmes of the Executor.

1.2. The term of the degree programme is determined in accordance with the curriculum of the degree programme and constitutes at the time of signing the Contract _____ years:

Starting time - ‘ _____ ’ _____ 20 _____

Ending time -not later than ‘ _____ ’ _____ 20 _____

The term for the individualised curriculum, including external learning, comprises

(number of months, years)

1.3. Upon his/her completion of the degree programme and passing the State Final Assessment, the Student shall be issued _____

(types of education/qualification credentials)

In the event of partial mastering the degree programme, upon terminating this Contract in cases provided for in Section 4 of this Contract, the Student shall be issued a certificate confirming the study and/or the period of study.

2. Interaction between the Parties

2.1. The Executor shall have the right:

2.1.1. To independently conduct the teaching process, adopt grading systems, modes, terms, and

frequency of interim assessments for the Student, apply e-learning and distance education technologies;

2.1.2. To apply incentives and disciplinary measures to the Student in accordance with the legislation of the Russian Federation, the Executor's constituent documents, this Contract, and the Executor's by-laws and regulations;

2.1.3. To process the Student's personal data as prescribed by the legislation of the Russian Federation and the Executor's by-laws and regulations;

2.1.4. To introduce amendments to the curriculum in accordance with by-laws and regulations to the extent limited by the corresponding educational standard.

2.2. The Customer shall have the right to be informed by the Executor about the organisation and guarantees of the proper provision of the services under Section 1 of this Contract.

2.3. The Student shall be guaranteed the academic rights in compliance with Part 1 Chapter 34 of Federal Law No 273-FZ 'On Education in the Russian Federation' dated 29 December 2012. The Student shall also have the right:

2.3.1. To be provided with information by the Executor about the organisation and guarantees of the proper provision of the services under Section 1 of this Contract;

2.3.2. To utilise the Executor's property as provided for by by-laws and regulations when it is prescribed for mastering the degree programme;

2.3.3. To partake in social and cultural, recreational, and other events organised by the Executor as outlined in by-laws and regulations;

2.3.4. To be provided with comprehensive and reliable information about credits awarded for tested knowledge, skills, and competence, as well as about assessment criteria.

2.4. The Executor shall:

2.4.1. Enrol the Student, who has met entrance requirements stipulated by the legislation of the Russian Federation, the Executor's by-laws and regulations, as _____,
(student's category)

_____ year of study.

2.4.2. Make available to the Customer the information containing details on provision of repayable services under the terms and conditions provided for by Law of the Russian Federation No 2300 'On Consumer Protection' dated 7 February 1992 and Federal Law No 273-FZ 'On Education in the Russian Federation' dated 29 December 2012

2.4.3. Organise and ensure the proper provision of the educational services under Section 1 of this Contract. The educational services shall be rendered in compliance with the proprietary educational standard adopted by the Executor and the curriculum, including the individualised one, and the Executor's timetable;

2.4.4. Ensure to the Student conditions to master the selected degree programme as provided for by the latter;

2.4.5. Receive from the Student/the Customer the tuition fee;

2.4.6. Guarantee to the Student respect of their human dignity, the protection from all forms of physical and mental violence, personal insults, the security of their life and health;

2.4.7. Admit the Student, who has completed the general course of study, as provided for by the curriculum to the State Final Assessment;

2.4.8. Issue a certificate confirming the study (period of study) in the form independently adopted by the Executor if the Student has not passed the State Final Assessment or failed during the State Final Assessment, or if the Student has partially mastered the degree programme or has been withdrawn from the University.

2.5. The Customer/the Student must reimburse for the rendered educational services on time as outlined in Section 1 of this Contract in the amount and manner stipulated herein, and provide the payment documents confirming such reimbursements.

2.6. The Student shall:

2.6.1. Comply with the legislation of the Russian Federation, the Charter of the University, the Internal Rules of Conduct of St Petersburg University Students, the Rules of Stay in the University Halls of Residence, the University Academic Regulations, and other by-laws and regulations of the University;

2.6.2. Observe safety rules and other special rules during the study;

2.6.3. Conscientiously master the degree programme, attend lessons envisaged by the academic curriculum or individualised curriculum, independently prepare for the lessons, accomplish the tasks assigned by the teaching staff as prescribed by the degree programme;

2.6.4. Respect honour and dignity of other students and the Executor's staff, not impede the mastering of the degree programme by other students;

2.6.5. Handle the Executor's property with care, indemnify against damage to the Executor's property as prescribed by the legislation of the Russian Federation.

3. Tuition fee, terms and conditions of payment

3.1. The total amount of the tuition fee for the entire period of study of the Student constitutes _____ roubles, not subject to VAT.

The increase of the tuition fee after the conclusion of this Contract shall not be allowed unless the cost of the educational services increases taking into account the inflation rate envisaged by the general characteristics of the federal budget for the next financial year and planning period.

3.2. The payments shall be executed as stipulated by the Executor's by-laws twice a year in the amount of the 1/2 (half) of the established amount of the annual tuition fee either in cash or by bank transfer to the Ledger account, outlined in Section 8 of this Contract (delete unnecessary). The procedure for granting a deferral/payment by instalments is to be established by the Executor's by-laws.

The first payment trench under this Contract shall be executed within ten (10) calendar days from the day the contract of rendering the educational services was signed. In the event the initial tuition period has not been reimbursed for during the established time, the Student's enrolment shall be terminated.

The further execution of payments shall be carried out at times established by the Executor's by-laws.

3.3. If the Customer/the Student has failed to execute payments at the established by by-laws of the University time, the Executor shall have the right to unilaterally terminate this Contract. In this case, the Student's enrolment shall be terminated under sub-clause 'd' Clause 51 of the Charter of the University.

If the Customer/the Student has failed to execute payment within 30 (thirty) days after the day of payment appointed by the University's by-laws, the Student's enrolment shall be terminated without additional conditions.

3.4. If the Student has had their enrolment terminated, the portion of the tuition fee proportional to the rendered services before and including the date the Student's enrolment has been terminated shall not be subject to the refund.

3.5. In case of the tuition fee refunding upon the Student's enrolment termination, the accounting periods for the charged fees shall be:

3.5.1. Upon the Student's withdrawal in the autumn semester - the period from 1 August to 31 January (184 calendar days) (excluding the initial tuition period (semester) whose accounting period is from 1 September to 31 January (153 calendar days));

3.5.2. Upon the Student's withdrawal in the spring semester - the period from 1 February to 31 July (181 or 182 calendar days).

3.6. The Student must confirm the execution of the tuition fee payment during three (3) calendar days from the day of the payment providing the Executor with the copy of the payment document.

4. Amendments and termination of the Contract

4.1. The terms and conditions of this Contract may be amended upon agreement of all the Parties or in accordance with the legislation of the Russian Federation.

4.2. This Contract can be terminated upon the Parties' agreement.

4.3. The Executor has the right to unilaterally initiate the termination of this Contract as provided for by Clause 22 of the Rules on the Provision of Repayable Educational Services adopted by Decree No 1441 of the Government of the Russian Federation dated 15 September 2020.

4.4. The execution of this Contract shall be subject to early termination:

at the initiative of the Student or parents (legal representatives) of the minor Student including cases of the Student's transfer to another educational organisation to continue mastering the degree programme;

at the initiative of the Executor if it applies expulsion as disciplinary action against the Student over 15 years old,

due to a failure of the Student to fulfil the obligation to follow diligently the degree programme requirements, and poor academic performance, as well as

due to the established violation of the admission procedure to an educational organisation that has led to illegal enrolment in an educational organisation;

due to circumstances beyond the control of the Student or the parents (legal representatives) of the minor Student, or the Executor, including due to the liquidation of the Executor.

4.5. The Student shall have the right to refuse to execute this Contract provided that they have been reimbursed for the factual costs incurred by the Executor.

5. Responsibilities of the Executor, the Customer, and the Student

5.1. In case of non-fulfilment or improper fulfilment of the liabilities under this Contract, the Parties shall bear responsibilities in accordance with the legislation of the Russian Federation and this Contract.

5.2. In the event the Customer has established deficiency in the educational service, including rendering not in full as provided for by degree programmes (a part of the degree programme), the Customer shall have the right at their discretion to demand:

5.2.1. Rendering the educational service on a non-payable basis;

5.2.2. Adjusting the tuition fee proportionally to the rendered service.

5.2.3. Reimbursement for the expenses incurred by the Customer to have the deficiency of the rendered service eliminated on their own or by third parties.

5.3. The Customer shall have the right to stop executing this Contract and demand full reimbursement for the expenses incurred if the deficiency of the rendered service has not been eliminated by the Executor within six (6) months. The Customer shall also have the right to refuse to execute this Contract if they established a significant defect in the rendered service or other divergences from the terms and conditions hereto.

5.4. In the event the Executor has violated the terms of rendering the service (term of the beginning/ending of the educational service rendering or intermediate term of rendering the educational service) or it has become evident that in the course of rendering the educational service it will not be rendered on time, the Customer shall have the right at their discretion:

5.4.1. To establish another term for the Executor to begin rendering the educational service or end rendering the educational service;

5.4.2. To delegate rendering the educational service to third parties at a reasonable fee and demand indemnification against the incurred expenses from the Executor;

5.4.3. To demand adjustment of the tuition fee;

5.4.4. To terminate the Contract.

6. Contract term

6.1. This Contract shall come into force from the day it was signed by the Parties and be valid until the Parties have fulfilled their liabilities under this Contract in full.

7. Final Provisions

7.1. The Executor shall have the right to cut the tuition fee for the educational service under this Contract provided that the Student has shown achievements in their study/research work or needs social assistance. The criteria and procedures for cutting the tuition fee for the educational service shall be established by the Executor's by-laws and made known to the Student.

7.2. The Customer/the Student has been informed about the possibility to cover the educational service fee at the account of the educational loan with governmental support.

7.3. The information presented in this Contract matches the information presented on the official Internet website of the Executor on the day this Contract is signed.

7.4. The term of rendering the educational service (period of study) shall be the period from the date specified in the order on the Student admission to the educational organisation to the date specified in the order on completion of study or the Student's withdrawal from the educational organisation.

7.5. This Contract has been made in _____ copies, one to each Party. All copies shall be of equal legal force. Amendments and additions to this Contract shall be executed only in writing and signed by the authorised representatives of the Parties.

7.6. Amendments to this Contract shall be executed as annexes to this Contract.

8. Details of the Parties

St Petersburg State University	The Student	The Customer
<p>7/9 Universitetskaya Emb., St Petersburg, 199034, ITN 7801002274</p> <p>_____</p> <p>_____/_____/_____</p>	<p>Postal address:</p> <p>Passport: Issued: By: Telephone number: (mandatory information)</p> <p style="text-align: center;">The Student:</p> <p>_____/_____/_____</p> <p>‘ ___ ’ _____ 202__</p>	<p>Postal address:</p> <p>Passport: Issued: By: Telephone number:</p> <p style="text-align: center;">The Customer:</p> <p>_____/_____/_____</p> <p>‘ ___ ’ _____ 202__</p>