

МИНОБРНАУКИ РОССИИ

Федеральное государственное автономное образовательное  
учреждение высшего образования «Южный федеральный университет»  
(ЮЖНЫЙ ФЕДЕРАЛЬНЫЙ УНИВЕРСИТЕТ)

## ПРИКАЗ

«15» мая 2020 г.

№ 1000

г. Ростов-на-Дону

### **Об утверждении форм договоров об образовании на обучение по образовательным программам, реализуемым в ЮФУ на английском языке**

В соответствии с Федеральным законом от 29.12.2012 № 273-ФЗ «Об образовании в Российской Федерации», постановлением Правительства РФ от 15.08.2013 № 706 «Об утверждении Правил оказания платных образовательных услуг», приказом Министерства образования и науки РФ от 21.11.2013 № 1267 «Об утверждении примерной формы договора об образовании на обучение по образовательным программам среднего профессионального и высшего образования» и иными нормативно-правовыми актами Российской Федерации, с целью унификации форм документов для приемной кампании, **п р и к а з ы в а ю:**

1. Утвердить и принять в работу формы договоров об образовании на обучение по образовательным программам, реализуемым в ЮФУ на английском языке, в соответствии с приложениями:

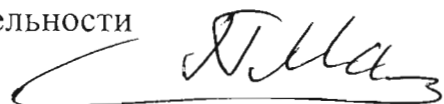
договор об образовании на обучение по образовательным программам среднего профессионального и высшего образования с иностранными обучающимися (Приложение № 1);

договор об образовании на обучение по образовательным программам среднего профессионального и высшего образования для иностранных граждан, обучающихся за счет средств Заказчика (Приложение № 2);

2. Руководителю Департамента сопровождения образовательных и научно-инновационных программ и проектов Р.А. Цицуашвили:

обеспечить обновление форм договоров в «1 С: Университет»;  
разместить настоящий приказ на официальном сайте университета.  
3. Контроль за исполнением настоящего приказа оставляю за собой.

Проректор по образовательной деятельности  
и информационным технологиям

 П.В. Махно

ПРИЛОЖЕНИЕ № 1

к приказу Южного федерального университета  
от 15.06. 2020 г. № 1000

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Agreement No. \_\_\_\_\_

on education for study in educational programs of secondary vocational  
and higher education with foreign students

Rostov-on-Don

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

Federal State Autonomous Educational Institution of Higher Education "Southern Federal University" (hereinafter referred to as **Contractor, SFedU**), providing educational services on the basis of the license Series 90L01 No. 0008941, reg. No. 1901, issued by the Federal Service for Supervision in Education and Science on January 29, 2016 and the certificate of state accreditation dated November 7, 2018, series 90A01 No. 0003083, registration No. 2938, issued by the Federal Service for Supervision in Education and Science, valid until 07.11.2024, represented by \_\_\_\_\_, acting on the basis of a power of attorney No. \_\_\_\_\_ dated \_\_\_\_\_ on the one hand, and \_\_\_\_\_,

(last name, first name, patronymic / name of legal entity)

hereinafter referred to as \_\_\_\_\_ "Customer", represented by

(job title, last name, first name, patronymic of the representative of the Customer)

\_\_\_\_\_ acting on the basis \_\_\_\_\_, and \_\_\_\_\_,

referred to as \_\_\_\_\_

(last name, first name, patronymic of the person enrolled in training)

hereinafter the "Student", collectively referred to as the Parties, 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 Student / Customer (delete what is unnecessary) agrees to pay for the education program:

Code, specialization \_\_\_\_\_

Level of education \_\_\_\_\_

(secondary vocational, Bachelor's degree, 5-year-study degree, Master's degree, training of highly qualified personnel)

Form of study \_\_\_\_\_

Title of educational program \_\_\_\_\_

within the federal state educational standard or educational standard in accordance with the curricula, including individual ones, and the educational programs of the Contractor.

1.2. The term for the development of the educational program (duration of study) at the time of signing the Agreement is \_\_\_\_\_ 201\_\_ . by \_\_\_\_\_ 201\_\_ .

(number of years, months), (day, month, year)

The duration of training for an individual curriculum, including fast track of learning, is

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1.3. After the Student has mastered the educational program and successfully passed the state final certification, he is issued a diploma and qualification

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(Secondary vocational education diploma, Bachelor's diploma, Master's diploma, 5-year study diploma, Doctoral diploma).

A student who has not passed the final certification or received unsatisfactory results at the final certification, as well as a student who has mastered part of the educational program and (or) expelled from SFedU, within three days after the issuance of the administrative act of expulsion is issued a certificate of training or the period of training according to the model, self-installed by SFedU.

## II. Interaction of the parties

### 2.1. The Contractor has the right:

2.1.1. To independently carry out the educational process, establish grading systems, forms, procedures and frequency of intermediate certification of the student;

2.1.2. To apply incentive measures and disciplinary measures to the Student (expulsion, reprimand, remark) in accordance with the legislation of the Russian Federation, the Charter of the SFedU, this Agreement and the local regulatory acts of the Contractor.

2.2. **The Customer has the right** to receive information from the Contractor on the organization and ensuring the proper provision 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 N 273 "On Education in the Russian Federation".

### **The Student also has the right:**

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

2.3.2. To use the Contractor's property necessary for mastering the educational program in accordance with the local regulatory acts;

2.3.3. To take part in socio-cultural, health and other events organized by the Contractor in the manner established by local regulatory acts;

2.3.4. To receive complete and reliable information about the assessment of their knowledge, skills, competencies, as well as the criteria for this assessment.

### **2.4. The Contractor is obliged:**

2.4.1. To enroll the Student who has fulfilled the acceptance conditions established by the legislation of the Russian Federation, constituent documents, local regulatory acts of the Contractor, as \_\_\_\_\_ in SFedU; (Student category: student, Doctoral student)

2.4.2 To bring to the Customer information containing information on the provision of fee-based educational services in the manner and amount that are provided for by the Law of the Russian Federation of February 7, 1992 N 2300-1 "On Protection of Consumer Rights" and the Federal Law of December 29, 2012 N 273 "On Education in the Russian Federation";

2.4.3. To organize and ensure the appropriate provision of educational services provided for in Section I of this Agreement. Educational services are provided in accordance with the federal state educational standard or educational standard, the curriculum, including individual learning plan, and the schedule of classes of the Contractor;

2.4.4. To provide the Student with the conditions provided for by the selected educational program for its mastering;

2.4.5. To accept a fee for educational services from the Student and (or) Customer;

2.4.6. To render the Student respect for human dignity, protection from all forms of physical and mental violence, insults, and the protection of life and health.

2.5. The Customer and (or) the Student is (are) obligated to pay the fee for the educational services provided to the Student specified in Section I of this Agreement in the amount and manner specified by this Agreement, as well as provide payment documents confirming such payment.

**2.6. The Customer is obliged:**

2.6.1. To timely submit all the necessary documents before enrolling the Student in SFedU and during his/her training

2.6.2. To inform the University of the good reasons for the absence of the Student in the classroom.

2.6.3. To show respect for scientific and pedagogical, engineering, administrative, educational support and other personnel.

2.6.4. To compensate for damage caused to the property of the University, in accordance with the legislation of the Russian Federation.

2.6.5. To ensure that students attend classes according to the curriculum.

**2.7. The Student is obliged:**

2.7.1. To attend classes according to the schedule posted on the University website.

2.7.2. To conscientiously complete all the tasks stipulated by the curriculum, including the individual learning plan.

2.7.3. To register in one's own personal account, to promptly enter information on educational, scientific, social and sports activities, to use the services of the electronic information and educational environment of the University.

2.7.4. To comply with the requirements of the Charter of SFedU, the internal regulations and other local regulatory acts, observe academic discipline and generally accepted standards of behavior, in particular, show respect for scientific and pedagogical, engineering and technical, administrative and economic, educational support and other personnel and other students, to not infringe on their honor and dignity.

2.7.5. To observe the ethical requirements for the appearance of students in educational institutions of higher education, adhere to the everyday business code of dressing.

2.7.6. To take care of the University property.

2.7.7. The student is required to comply with the rules of the migration legislation of the Russian Federation in accordance with the Federal Law of July 25, 2002 No. 115 "On the Legal Status of Foreign Citizens in the Russian Federation".

2.7.7.1. To provide the Contractor with a package of documents required for initial registration for migration registration within 3 working days from the date of arrival in the Russian Federation.

2.7.7.2. To provide the Contractor with the necessary package of documents for applying for and / or extending a multiple study visa with subsequent extension of the migration registration not later than 20 working days before the expiration date of the entry single and / or multiple study visa.

2.7.7.3. To leave the territory of the Russian Federation within 3 days from the date of issue of the expulsion order.

### **III. The cost of educational services, terms and procedure for their payment**

3.1. The total cost of educational services for the entire period of study of the student is \_\_\_\_\_ rubles.

(in numbers and words)

An increase in the cost of educational services after the conclusion of this Agreement is not allowed, with the exception of an increase in the cost of these services, taking into account the inflation rate provided for by the main characteristics of the federal budget for the next financial year and planning period (Clause 3, Article 54 of the Federal Law of the Russian Federation "On Education in the Russian Federation" dated 29.12.2012 No. 273).

3.2. Tuition is paid annually by transferring funds by the Customer (Student) to the account of the Contractor. The fee for 1 year of study is \_\_\_\_\_ rubles

(in numbers and words)

and is paid no later than \_\_\_\_\_.

Payments for subsequent years of study are made no later than August 15.

3.3. The size of the fee for the second and each subsequent year of study is indexed taking into account the level of inflation stipulated by the main characteristics of the federal budget for the year in which the payment is made in relation to the previous year, on the basis of the order of SFedU and additional agreements to this agreement.

3.4 In case of impossibility to execute this agreement that arose through the fault of the Customer and (or) the Student, the service is considered to be provided and is payable in full.

3.5. Payment for services is certified by the Customer (Student) by providing the Contractor with a document confirming the payment of educational services.

### **IV. Procedure for amending and terminating the Agreement**

4.1. The conditions under which this Agreement is 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 agreement of the Parties.

4.3. This Agreement may be terminated at the initiative of the Contractor unilaterally in the following cases provided for in paragraph 21 of the Rules for the provision of paid educational services, approved by Decree of the Government of the Russian Federation of August 15, 2013 N 706:

4.3.1. Application of expulsion as a measure of disciplinary sanction to a student who has reached the age of 15 years.

4.3.2. Non-fulfillment by students of a professional educational program (part of the educational program) of obligations for the conscientious development of such an educational program (part of the educational program) and the implementation of the curriculum;

4.3.3. The establishment of a violation of the procedure for admission to an organization carrying out educational activities that entailed, through the fault of the student, his/her illegal enrollment in this educational organization;

4.3.4. Delay in payment of the cost of paid educational services;

4.3.5. The impossibility of proper fulfillment of obligations to provide paid educational services due to the actions (inaction) of the student.

4.4. This Agreement shall be terminated ahead of schedule:

4.4.1. At the initiative of the Student or the parents (legal representatives) of the minor Student, including if the Student is transferred to continue mastering the educational program in another organization engaged in educational activities;

4.4.2. At the initiative of the Contractor in the cases listed in clause 4.3 of this Agreement;

4.4.3. Due to circumstances beyond the control of the Student or the parents (legal representatives) of the minor Student and the Contractor, including in the event of the liquidation of the Contractor.

4.5. The Contractor has the right to refuse to fulfill obligations under the Agreement provided that the Student is fully compensated for losses.

4.6. The Student has the right to refuse to execute this Agreement provided that the Contractor is paid the expenses actually incurred by him/her.

#### **V. Responsibility of the Contractor, Customer and Student**

5.1. For failure to perform or improper performance of their obligations under the Agreement, the Parties shall be liable under the laws of the Russian Federation and this Agreement.

5.2. If a deficiency of the educational service is found, including the provision of a part that is not provided for in full by the educational programs (part of the educational program), the Customer has the right to demand, at his/her option:

5.2.1. Free provision of educational services.

5.2.2. A commensurate decrease in the cost of educational services provided.

5.2.3. Reimbursement of expenses incurred by him/her to eliminate the shortcomings of the educational services rendered on his/her own or by third parties.

5.3. The Customer has the right to refuse to execute the Agreement and demand full compensation for losses if, within a 30-day period, the shortcomings of the educational service are not eliminated by the Contractor. The customer also has the right to refuse to execute the Agreement if he/she has discovered a significant deficiency of the educational service provided or other significant deviations from the terms of the Agreement.

5.4. If the Contractor has violated the terms for the provision of educational services (the terms for the start and (or) end of the provision of educational services and (or) the interim terms for the provision of educational services) or if during the provision of educational services it became clear that it will not be delivered on time, the Customer has the right to choose:

5.4.1. To assign the Contractor a new term during which the Contractor must begin to provide educational services and (or) complete the provision of educational services;

5.4.2. To instruct third parties to provide educational services at a reasonable price and to demand reimbursement of expenses incurred by the contractor;

5.4.3. To demand a reduction in the cost of educational services;

5.4.4. To terminate the Agreement.

#### **VI. Anti-corruption clause**

6.1. Guided by the Anti-Corruption Policy of the SFedU and the laws of the Russian Federation, in the performance of their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not pay, do not offer to pay and do not allow the payment of any cash or valuables directly or indirectly, to any person to influence to the actions or decisions of these persons in order to obtain any undue advantage or to achieve other unlawful goals.

6.2. In the performance of their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not carry out actions that are qualified by law applicable for the purposes of this Agreement, such as giving / receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable law and international acts on anti-corruption.

6.3. In the event that a Party suspects that a violation of any provisions of this Section has occurred or may occur, the Party concerned shall notify the other Party in writing. In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to believe that a violation of any provisions of this Section by the other Party, its affiliates, employees or intermediaries has occurred or may occur.

6.4. In case of violation of the provisions of this Section by one Party, the other Party has the right to terminate the Agreement unilaterally.

### VII. Agreement time

7.1. This Agreement shall enter into force on the day 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 Contractor's official website on the Internet at the date of conclusion of this Agreement.

8.2. The period of the provision of educational services (the period of study) is understood as the period of time from the date of entry into force of the order to enroll the Student in the educational organization until the date of entry into force of the order to graduate or expel the Student from the educational organization.

8.3. This Agreement is made in \_\_\_\_\_ copies, one for each of the parties. All copies have equal legal force. 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 made out by supplementary agreements to the Agreement.

### IX. Addresses and details of the parties:

Contractor:

Customer:

Federal State Autonomous Educational Institution of Higher Education "Southern Federal University"  
105/42 Bolshaya Sadovaya, Rostov-on-Don, 344006  
tel .: +7 (863) 2-370-370; 305-19-90; 2-184-000; e-mail: info@sfedu.ru; http://www.sfedu.ru  
Taxpayer Identification Number (INN) 6163027810,  
Tax Registration Reason Code (KPP) 616301001  
Southern Federal University  
Acc at. 405 038 107 0000 0 0000 01  
To Public Joint-Stock (PAO) "Center Invest", Rostov-on-Don.RCBIC 046015762,  
Cor. Account 30101810100000000762

\_\_\_\_\_ position

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
signature full name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The purpose of the payment must indicate the Agreement number, faculty (university, academy), the form of training, the course, SNILS (Insurance Number of Individual Ledger Account) of the student.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
signature full name

Student:

\_\_\_\_\_  
(Full name, passport data, home address, contact numbers)

\_\_\_\_\_  
(signature)



ПРИЛОЖЕНИЕ № 2

к приказу Южного федерального университета  
от 15.06. 2020 г. № 1000

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Agreement No. \_\_\_\_\_

on education for study in educational programs of secondary vocational  
and higher education with foreign students studying at the expense of the Customer.

Rostov-on-Don

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

Federal State Autonomous Educational Institution of Higher Education "Southern Federal University" (hereinafter referred to as **Contractor, SFedU**), providing educational services on the basis of the license Series 90L01 No. 0008941, reg. No. 1901, issued by the Federal Service for Supervision in Education and Science on January 29, 2016 and the certificate of state accreditation dated November 7, 2018, series 90A01 No. 0003083, registration No. 2938, issued by the Federal Service for Supervision in Education and Science, valid until 07.11.2024, represented by \_\_\_\_\_, acting on the basis of the power of attorney No. \_\_\_\_\_ dated \_\_\_\_\_ on the one hand, and

\_\_\_\_\_  
(last name, first name, patronymic / name of legal entity)  
hereinafter referred to as \_\_\_\_\_ "Customer", represented by

\_\_\_\_\_  
(job title, last name, first name, patronymic of the representative of the Customer)  
\_\_\_\_\_ acting on the basis \_\_\_\_\_, and \_\_\_\_\_  
referred to as \_\_\_\_\_

\_\_\_\_\_  
(last name, first name, patronymic of the person enrolled in training), hereinafter the "Student", collectively referred to as the Parties, 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 Student / Customer (delete what is unnecessary) agrees to pay for the education program:

Code, specialization \_\_\_\_\_

Level of education \_\_\_\_\_

(secondary vocational, Bachelor's degree, 5-year study degree, Master's degree, training of highly qualified personnel)

Form of study \_\_\_\_\_

Title of educational program \_\_\_\_\_

within the federal state educational standard or educational standard in accordance with the curricula, including individual ones, and the educational programs of the Contractor.

1.2. The term for the development of the educational program (duration of study) at the time of signing the Agreement is \_\_\_\_\_ 201\_\_ by \_\_\_\_\_ 201\_\_

(number of years, months), (day, month, year)

The duration of training for an individual curriculum, including fast track of learning, is \_\_\_\_\_.

1.3. After the Student has mastered the educational program and successfully passed the state final examination, he/she is issued a document on education and qualification

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(Secondary vocational education diploma, Bachelor's diploma, Master's diploma, 5-year-study diploma, Doctoral diploma)

A student who has not passed the final examination or received unsatisfactory results at the final certification, as well as a student who has mastered part of the educational program and (or) expelled from SFedU, within three days after the issuance of the administrative act of expulsion is issued a certificate of training or the period of training according to the model, self-installed by SFedU.

## **II. Interaction of the parties**

### **2.1. The Contractor has the right:**

2.1.1. To independently carry out the educational process, establish grading systems, forms, procedures and frequency of intermediate certification of the student;

2.1.2. To apply incentive measures and disciplinary measures to the Student (expulsion, reprimand, remark) in accordance with the legislation of the Russian Federation, the Charter of the SFedU, this Agreement and the local regulatory acts of the Contractor.

2.2. **The Customer has the right** to receive information from the Contractor on the organization and ensuring the proper provision 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 N 273 "On Education in the Russian Federation".

### **The student also has the right:**

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

2.3.2. To use the Contractor's property necessary for mastering the educational program in accordance with the local regulatory acts;

2.3.3. To take part in socio-cultural, health and other events organized by the Contractor in the manner established by local regulatory acts;

2.3.4. To receive complete and reliable information about the assessment of their knowledge, skills, competencies, as well as the criteria for this assessment.

### **2.4. The Contractor is obliged:**

2.4.1. To enroll the Student who has fulfilled the acceptance conditions established by the legislation of the Russian Federation, constituent documents, local regulatory acts of the Contractor, as \_\_\_\_\_ in SFedU; (Student category: student, Doctoral student)

2.4.2. To bring to the Customer information containing information on the provision of fee-based educational services in the manner and amount that are provided for by the Law of the Russian Federation of February 7, 1992 N 2300-1 "On Protection of Consumer Rights" and the Federal Law of December 29, 2012 N 273 "On Education in the Russian Federation";

2.4.3. To organize and ensure the appropriate provision of educational services provided for in Section I of this Agreement. Educational services are provided in accordance with the federal state educational standard or educational standard, the curriculum, including individual learning plan, and the schedule of classes of the Contractor;

2.4.4. To provide the Student with the conditions provided for by the selected educational program for its mastering;

2.4.5. To accept a fee for educational services from the Student and (or) Customer;

2.4.6. To render the Student respect for human dignity, protection from all forms of physical and mental violence, insults, and the protection of life and health.

2.5. The Customer and (or) the Student is (are) obligated to pay the fee for the educational services provided to the Student specified in Section I of this Agreement in the amount and manner specified by this Agreement, as well as provide payment documents confirming such payment.

**2.6. The Customer is obliged:**

2.6.1. To timely submit all the necessary documents before enrolling the Student in SFedU and during his/her training

2.6.2. To inform the University of the good reasons for the absence of the Student in the classroom.

2.6.3. To show respect for scientific and pedagogical, engineering, administrative, educational support and other personnel.

2.6.4. To compensate for damage caused to the property of the University, in accordance with the legislation of the Russian Federation.

2.6.5. To ensure that students attend classes according to the curriculum.

**2.7. The Student is obliged:**

2.7.1. To attend classes according to the schedule posted on the University website.

2.7.2. To conscientiously complete all the tasks stipulated by the curriculum, including the individual learning plan.

2.7.3. To register in one's own personal account, to promptly enter information on educational, scientific, social and sports activities, to use the services of the electronic information and educational environment of the University.

2.7.4. To comply with the requirements of the Charter of SFedU, the internal regulations and other local regulatory acts, observe academic discipline and generally accepted standards of behavior, in particular, show respect for scientific and pedagogical, engineering and technical, administrative and economic, educational support and other personnel and other students, to not infringe on their honor and dignity.

2.7.5. To observe the ethical requirements for the appearance of students in educational institutions of higher education, adhere to the everyday business code of dressing.

2.7.6. To take care of the University property.

2.7.7. The student is required to comply with the rules of the migration legislation of the Russian Federation in accordance with the Federal Law of July 25, 2002 No. 115 "On the Legal Status of Foreign Citizens in the Russian Federation".

2.7.7.1. To provide the Contractor with a package of documents required for initial registration for migration registration within 3 working days from the date of arrival in the Russian Federation.

2.7.7.2. To provide the Contractor with the necessary package of documents for applying for and / or extending a multiple study visa with subsequent extension of the migration registration not later than 20 working days before the expiration date of the entry single and / or multiple study visa.

2.7.7.3. To leave the territory of the Russian Federation within 3 days from the date of issue of the expulsion order.

**III. The cost of educational services, terms and procedure for their payment**

3.1. The total cost of educational services for the entire period of study of the student is \_\_\_\_\_ rubles.

(in numbers and words)

An increase in the cost of educational services after the conclusion of this Agreement is not allowed, with the exception of an increase in the cost of these services, taking into account the inflation rate provided for by the main characteristics of the federal budget for the next financial year and planning period (Clause 3, Article 54 of the Federal Law of the Russian Federation "On Education in the Russian Federation" dated 29.12.2012 No. 273).

3.2. Tuition is paid annually by transferring funds by the Customer (Student) to the account of the Contractor. The fee for 1 year of study is \_\_\_\_\_ rubles  
(in numbers and words)

and is paid no later than \_\_\_\_\_.

Payments for subsequent years of study are made no later than August 15.

3.3. The size of the fee for the second and each subsequent year of study is indexed taking into account the level of inflation stipulated by the main characteristics of the federal budget for the year in which the payment is made in relation to the previous year, on the basis of the order of SFedU and additional agreements to this agreement.

3.4 In case of impossibility to execute this agreement that arose through the fault of the Customer and (or) the Student, the service is considered to be provided and is payable in full.

#### **IV. Procedure for amending and terminating the Agreement**

4.1. The conditions under which this Agreement is 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 agreement of the Parties.

4.3. This Agreement may be terminated at the initiative of the Contractor unilaterally in the following cases provided for in paragraph 21 of the Rules for the provision of paid educational services, approved by Decree of the Government of the Russian Federation of August 15, 2013 N 706:

4.3.1. Application of expulsion as a measure of disciplinary sanction to a student who has reached the age of 15 years.

4.3.2. Non-fulfillment by students of a professional educational program (part of the educational program) of obligations for the conscientious development of such an educational program (part of the educational program) and the implementation of the curriculum;

4.3.3. The establishment of a violation of the procedure for admission to an organization carrying out educational activities that entailed, through the fault of the student, his/her illegal enrollment in this educational organization;

4.3.4. Delay in payment of the cost of paid educational services;

4.3.5. The impossibility of proper fulfillment of obligations to provide paid educational services due to the actions (inaction) of the student.

4.4. This Agreement shall be terminated ahead of schedule:

4.4.1. At the initiative of the Student or the parents (legal representatives) of the minor Student, including if the Student is transferred to continue mastering the educational program in another organization engaged in educational activities;

4.4.2. At the initiative of the Contractor in the cases listed in clause 4.3 of this Agreement;

4.4.3. Due to circumstances beyond the control of the Student or the parents (legal representatives) of the minor Student and the Contractor, including in the event of the liquidation of the Contractor.

4.5. The Contractor has the right to refuse to fulfill obligations under the Agreement provided that the Student is fully compensated for losses.

4.6. The Student has the right to refuse to execute this Agreement provided that the Contractor is paid the expenses actually incurred by him/her.

#### **V. Responsibility of the Contractor, Customer and Student**

5.1. For failure to perform or improper performance of their obligations under the Agreement, the Parties shall be liable under the laws of the Russian Federation and this Agreement.

5.2. If a deficiency of the educational service is found, including the provision of a part that is not provided for in full by the educational programs (part of the educational program), the Customer has the right to demand, at his/her option:

5.2.1. Free provision of educational services.

5.2.2. A commensurate decrease in the cost of educational services provided.

5.2.3. Reimbursement of expenses incurred by him/her to eliminate the shortcomings of the educational services rendered on his/her own or by third parties.

5.3. The Customer has the right to refuse to execute the Agreement and demand full compensation for losses if, within a 30-day period, the shortcomings of the educational service are not eliminated by the Contractor. The customer also has the right to refuse to execute the Agreement if he/she has discovered a significant deficiency of the educational service provided or other significant deviations from the terms of the Agreement.

5.4. If the Contractor has violated the terms for the provision of educational services (the terms for the start and (or) end of the provision of educational services and (or) the interim terms for the provision of educational services) or if during the provision of educational services it became clear that it will not be delivered on time, the Customer has the right to choice:

5.4.1. To assign the Contractor a new term during which the Contractor must begin to provide educational services and (or) complete the provision of educational services;

5.4.2. To instruct third parties to provide educational services at a reasonable price and to demand reimbursement of expenses incurred by the contractor;

5.4.3. To demand a reduction in the cost of educational services;

5.4.4. To terminate the Agreement.

#### **VI. Anti-corruption clause**

6.1. Guided by the Anti-Corruption Policy of the SFedU and the laws of the Russian Federation, in the performance of their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not pay, do not offer to pay and do not allow the payment of any cash or valuables directly or indirectly, to any person to influence to the actions or decisions of these persons in order to obtain any undue advantage or to achieve other unlawful goals.

6.2 In the performance of their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not carry out actions that are qualified by law applicable for the purposes of this Agreement, such as giving / receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable law and international acts on anti-corruption.

6.3. In the event that a Party suspects that a violation of any provisions of this Section has occurred or may occur, the Party concerned shall notify the other Party in writing. In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to believe that a violation of any provisions of this Section by the other Party, its affiliates, employees or intermediaries has occurred or may occur.

6.4. In case of violation of the provisions of this Section by one Party, the other Party has the right to terminate the Agreement unilaterally.

### VII. Agreement time

7.1. This Agreement shall enter into force on the day 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 Contractor's official website on the Internet at the date of conclusion of this Agreement.

8.2. The period of the provision of educational services (the period of study) is understood as the period of time from the date of entry into force of the order to enroll the Student in the educational organization until the date of entry into force of the order to graduate or expel the Student from the educational organization.

8.3. This Agreement is made in \_\_\_\_ copies, one for each of the parties. All copies have equal legal force. 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 made out by supplementary agreements to the Agreement.

### IX. Addresses and details of the parties:

Contractor:

Customer:

Federal State Autonomous Educational Institution of Higher Education "Southern Federal University"  
105/42 Bolshaya Sadovaya, Rostov-on-Don, 344006  
tel. : +7 (863) 2-370-370; 305-19-90; 2-184-000; e-mail: info@sfedu.ru; http://www.sfedu.ru  
Taxpayer Identification Number (INN) 6163027810, Tax Registration Reason Code (KPP) 616301001  
Southern Federal University  
Acc at. 405 038 107 0000 0 0000 01  
To Public Joint-Stock (PAO) "Center Invest", Rostov-on-Don.RCBIC 046015762,  
Cor. Account 30101810100000000762

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position

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signature full name

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The purpose of the payment must indicate the Agreement number, faculty (university, academy), the form of training, the course, SNILS (Insurance Number of Individual Ledger Account) of the student.

\_\_\_\_\_ / \_\_\_\_\_ /  
signature full name

Student:

\_\_\_\_\_  
(Full name, passport data, home address, contact numbers)

\_\_\_\_\_  
(signature)