

# Terms of the contract

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### CONTRACT

on the provision of educational services between a higher educational institution and an individual (legal) person

Starobilsk \_\_\_\_\_, 20\_\_

#### Luhansk Taras Shevchenko National University

(full name of the institution of higher education indicating ownership and subordination) in the person of rector Savchenko Sergey Viktorovich

(position, surname, name, patronymic of the head of a higher educational institution / head of a separate structural subdivision, which acts on the basis of the charter of a higher educational institution / the regulation on a separate structural subdivision), (hereinafter – Executor) and

(surname, name, patronymic of the individual person (full name of the legal person) who orders the educational service), (hereinafter – Customer) for \_\_\_\_\_

(surname, name, patronymic of the individual person)

(hereinafter – Recipient), have concluded the present contract about the following:

#### Subject of contract

1. The subject of the contract is the provision of educational service.

The executor assumes obligations at the expense of the customer to provide the recipient with an educational service, namely:

\_\_\_\_\_ (educational service)

\_\_\_\_\_ (form of education)

\_\_\_\_\_ (place and term of provision of educational services)

\_\_\_\_\_ (degree of higher education)

\_\_\_\_\_ (name of the specialty)

\_\_\_\_\_ (the volume of academic load of the applicant for higher education in credits of the European credit transfer-accumulation system)

#### Duties and rights of the executor

2. The executor is obliged:

1) to provide the recipient with an educational service at the level of higher education standards (if the legislation provides for state standards for the provision of educational service);

2) to ensure compliance with the rights of the executor and the recipient;

3) to issue a higher education (scientific degree) document of state standard to the recipient (if, in accordance with the legislation, the educational (scientific) program provides for the issuance of such a document), provided that the recipient has completed the training load in the amount necessary to obtain a certain degree of higher education and full payment for the consumed educational service;

4) to inform the recipient about the rules and requirements for the organization of the provision of educational services, quality and content, about its rights and obligations during the provision and receipt of this service.

3. The executor has the right to demand from the customer to make timely payments for the educational service in the amounts and in the order established by this contract.

#### Duties and rights of the customer

4. The customer is obliged to make timely payments for the educational service in the amounts and in the order established by this contract.

5. The customer has the right to demand from the executor:

1) the provision of educational service to the recipient at the level of higher education standards (if the legislation provides for state standards for the provision of educational service);

2) ensuring the observance of its rights as well as the rights of the recipient;

3) the issuance of a higher education (scientific degree) document of state standard to the recipient (if, in accordance with the legislation, the educational (scientific) program provides for the issuance of such a document), provided that the recipient has completed the training load in the amount necessary to obtain a certain degree of higher education and full payment for the consumed educational service;

4) informing the recipient about the rules and requirements for the organization of the provision of educational services, quality and content, about its rights and obligations during the provision and receipt of this service.

#### Duties and rights of the recipient of the educational service

6) The recipient is obliged to comply with the obligations, as stipulated by article 63 of the Law of Ukraine on Higher Education.

7) The recipient has the rights, as stipulated by article 62 of the Law of Ukraine on Higher Education.

#### Educational services fee and settlement procedure

8) The amount of the fee for the provision of educational services in full is set in the national currency (for foreigners – at the rate of the National Bank of Ukraine on the day of payment for the educational service), wherein **the executor has the right to change the amount of the tuition fee no more than once a year and no more than the officially determined inflation rate for the previous calendar year with obligatory informing the customer about this.**

Familiarized \_\_\_\_\_ / \_\_\_\_\_ (signature) (full name)

9) The total cost of educational service for the whole period of study is \_\_\_\_\_

(sum in numbers and words)

including:

for the first year of study \_\_\_\_\_;

(sum in words)

for the second year of study \_\_\_\_\_;

(sum in words)

for the third year of study \_\_\_\_\_;

(sum in words)

for the fourth year of study \_\_\_\_\_;

(sum in words)

10) The customer makes a payment \_\_\_\_\_ (cash / non-cash)

2) Changes and additions to this contract are formalized by the Supplementary agreement. 17. The contract is suspended if the recipient of the educational service is provided with academic leave in accordance with the legislation for the entire period of such leave, about which changes are made to the contract.

#### Location and details of the parties

Customer

(address)

(bank details)

(name of legal person / surname, name, patronymic of the individual person)

(document's name)

(by whom and when approved / issued)

(EDRPOU code / taxpayer's registration number of index card or series and passport number (for individual person who refuse to accept the taxpayer's registration number of index card because of their religious beliefs and have a mark in the passport)

(signature) (in the presence of a seal)

Familiarized with the contract

(signature)

(full name of recipient)

10.1. every semester – the cost per academic semester – by prepayment for each respective semester: until the twenty-fifth of August and until the twenty-fifth of January of the respective calendar year;

10.2. annually – the cost per year of study - by prepayment for each year of study: until the twenty-fifth of August of the respective calendar year;

10.3. one-time – the cost for the whole term of study – one-time, by prepayment: until the twenty-fifth of August of the current year (in the first year of study);

10.4. monthly – the cost per by prepayment for each month of studying: until twenty-fifth of each month preceding the reporting period;

Monthly payment for studying is possible at any period of study (course, semester) except for the last semester, payment for which is carried out in accordance with paragraph 10.4. of this contract.

Familiarized \_\_\_\_\_ / \_\_\_\_\_ (signature) (full name)

#### Responsibility of the parties for non-performance or improper performance of obligations

11. The parties are responsible for the non-performance or improper performance of the obligations of this contract according to the law and this contract.

12. For the late payment of educational services, the customer pays the **executor a fine for 0.01% of the unpaid amount for each day of delay** in payment, but no more than the double NBU discount rate that was in effect at the time the debt occurred.

Familiarized \_\_\_\_\_ / \_\_\_\_\_ (signature) (full name)

13. In case of early termination of the contract as a result of breach of contractual obligations by the executor or at the initiative of the customer, in the case of sending down of the recipient of educational service (except in cases when the recipient is sent down due to non-performance of the obligations specified in article 63 of the Law of Ukraine on Higher Education), the funds paid by the customer as payment for providing educational service are returned to him in the amount of payment for part of the service not provided on the date of termination of the contract.

14. In case of early termination of the contract due to breach of contractual obligations by the customer or non-performance of the obligations by the recipient specified in article 63 of the Law of Ukraine on Higher Education, the funds paid by the customer remain with the executor and are used to perform its statutory tasks.

#### Termination and amendment of the contract

15. The contract is terminated:

1) by agreement of the parties;

2) in case of impossibility for the party to the contract to fulfill obligations due to adoption of normative legal acts that have changed the conditions established by the contract regarding educational services, and the disagreement of either party to amend the contract;

3) in case of liquidation of the legal person – the customer or the executor, if the successor is not defined;