

**Agreement №**  
**on providing educational services for foreign citizens**  
**and stateless persons for admission to higher education institutions**

**Kyiv**

«\_\_\_» \_\_\_ 201\_\_

Kyiv National University of Trade and Economics (KNUTE) represented by Vice-Rector Mr. Valerii Sai, acting on the basis of the Charter and the Order dated «\_\_\_» \_\_\_\_\_ 201\_\_\_. (Hereinafter – **Contractor**), and citizen of

\_\_\_\_\_ (name of state)

\_\_\_\_\_ (surname, name)

(Hereinafter – **Client**), together referred to as Parties, have concluded this Agreement as follows:

**1. AGREEMENT SCOPE**

1.1. At the expense of the **Client**, **Contractor** assumes the responsibility to provide educational services on the training of foreign citizens and stateless people for admission to higher education institutions (hereinafter – (training), namely:

Form of study: full-time

Area: Preparation of foreign citizens for admission to institutions of higher education.

Educational service is provided at the location of the **Contractor**.

Period of training from \_\_\_\_\_ 201\_\_ to \_\_\_\_\_ 201\_\_.

1.2. Studies are provided in \_\_\_\_\_ as a foreign language.

**2. CONTRACTOR RESPONSIBILITIES**

2.1. To provide the **Client** with educational service at the level of higher education standards.

2.2. To respect the rights of the educational process participants in accordance with the law.

2.3. To make **Client** aware of his/her rights, responsibilities and legal regime of staying in Ukraine, rules of entry and departure from Ukraine in accordance with applicable legislation, Internal KNUTE regulations and basic requirements of the educational process.

2.4. To provide the **Client** with information and advisory assistance in meeting the legal regime of staying in Ukraine, as well as bear responsibility for the timely processing of documents execution in state institutions for the right of stay, movement across the territory of the country, departure from Ukraine after training or suspension in case of timely **Client's** submission.

2.5. To provide information on the **Client** stay and study in Ukraine on the request of the competent authorities.

2.6. To provide the **Client** with training in \_\_\_\_\_ as a foreign language in accordance with the curriculum and training programs approved by the KNUTE Academic Council.

2.7. To provide the **Client** with the right to use residential area (bed place) in the **Contractor's** dormitory on the period of the **Client's** study at KNUTE for the surcharge under the contract of residence.

2.8. To give the **Client** a certificate of completion of the KNUTE preparatory department in the established form after a successful full implementation of training programs and passing all the exams.

2.9. To provide opportunities for the **Client** to visit optional and additional classes according to the Application and Additional agreement to this Agreement.

2.10. **Contractor** undertakes no responsibility for the **Client** compliance with the **Client** legal residence and **Client's** family in Ukraine.

### 3. CLIENT RESPONSIBILITIES

3.1. To give the University Ukrainian notarized translation into with consular legalization of the following documents:

1. A passport document and its copy.
2. The original and a copy of a birth certificate (if available).
3. Personal application form.
4. The original and a copy of the education document.
5. The original document on education with a list of subjects and received grades (marks) and its copy.
6. The Invitation original.
7. The original and copy of a medical certificate as evidence of the absence of medical contraindications for entry to Ukraine in order to study in Ukraine.
8. A copy of the Ukrainian medical insurance policy to provide emergency medical care.
9. 12 color photos: (matte) 3x4 cm size.

3.2. To pay for the educational service in the amount set out in paragraph 4.1. at the conclusion of this Agreement.

3.3. To follow the schedule of the educational process and to meet the requirements of the curriculum.

3.4. To meet current legislation of Ukraine and rules of the legal stay regime in Ukraine established for foreign citizens and stateless persons, the entry and departure from Ukraine, Internal KNUTE regulations and basic requirements of the educational process, orders and other regulations of the **Contractor**.

3.5. To meet current legislation of Ukraine, fulfil the higher education institutions internal regulations, university accommodation rules.

3.6. To provide at least 25 working days before the expiry of a temporary residence permit in Ukraine granting to public institutions in accordance with the established legislation of Ukraine.

3.7. To notify the **Contractor** of change of residence, the details, specified in this agreement not later than five working days. To issue residence registration in Ukraine within ten days of receipt of a temporary residence permit in Ukraine.

3.8. After graduation (expulsion) the **Client** has seven days to withdraw the registration of residence in Ukraine and one month to leave a country.

3.9. To ensure independently financial and organizational support for the timely departure from Ukraine within a month after the training suspension. Upon denial of departure from Ukraine the **Client** bears legal responsibility and cost for his/her return to the country of citizenship.

#### **4. FEE FOR PROVIDING EDUCATIONAL SERVICE AND THE PROCEDURE OF PAYMENT**

4.1. The total cost of education services is \_\_\_\_\_ UAH.

4.2. **Client** makes a payment in cash or bank transfer at the conclusion of the Agreement for the whole period of study in full (once).

4.3. The fee is set for the entire term of providing educational service and shall not be changed.

4.4. Payments are made in national currency of Ukraine at the conclusion of this Agreement.

4.5. The educational service fee does not include charges for the invitation, visa support, meeting at checkpoints, registration of relevant documents for stay, entry, departure from Ukraine, legalization of documents on education, health care, life and health insurance, accommodation, travel, movement across the territory of Ukraine and abroad, in all cases, including the forced return of the **Client** to the country of citizenship, enter and stay of the **Client's** family in Ukraine.

#### **5. LIABILITIES OF THE PARTIES FOR FAILURE OR IMPROPER PERFORMANCE OF RESPONSIBILITIES**

5.1. In case of failure or improper performance of responsibilities under the Agreement parties shall bear full responsibility in accordance with the laws of Ukraine.

5.2. In case of violating the conditions of the Agreement by the **Client**, funds received in payment by the **Contractor** of the contract, remain available to the **Contractor** to carry out its statutory aims in accordance with the law.

5.3. In case of the **Client's** denial on departure to the country of citizenship within a month after graduation or in case of other reasons, the **Client** shall bear legal and financial responsibility for the forcible return to a country of citizenship.

5.4. **Client** bears the responsibility for making payments hereunder.

#### **6. TERMINATION OF THE AGREEMENT**

6.1. The contract is terminated:

- by consent of the Parties;
- if the execution of responsibilities of one of the contracting parties is impossible due to the adoption of regulations that changed the conditions stated in the Agreement, and any of the Parties does not agree with the amendments to the Agreement;
- in case of liquidation of the legal entity – **Contractor**, if there is no legal entity that is the successor of a liquidated party;
- in case of the **Client** expulsion from the educational establishment in accordance with the law and this Agreement.

6.2. Expulsion of **Client** can be executed on the following basis:

- violation of the law of Ukraine;
- completion of the education;
- own desires;
- transfer to another educational institution;
- failure to fulfil the curriculum and training programs;
- breach of the agreement terms between KNUTE and the person who pays for training;
- violation of Internal KNUTE regulations;
- health status.

6.3. In case of **Client's** expulsion, funds received in payment by the **Contractor**, shall not be returned.

## 7. FINAL PROVISIONS

7.1. Parties fulfill their responsibilities under the Agreement and shall respect each other's interests.

7.2. The parties shall not transfer their rights and responsibilities under this Agreement to a third Party.

7.3. Parties shall negotiate any differences and disputes connected with this Agreement.

7.4. If it is impossible to resolve the dispute through negotiation, issues will be considered in court in accordance with the laws of Ukraine.

7.5. This Agreement is made and signed in Kyiv in two identical copies of equal legal force in Ukrainian, one copy for each party.

## LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES

### CONTRACTOR

Kyiv National University of  
Trade and Economics  
st. 19, Kyoto, Kyiv-156,  
02156, Ukraine  
Account 31252296116398  
Bank of State Treasury Service of Ukraine  
Bank Code 820172

### CLIENT

\_\_\_\_\_  
(surname, name)  
State \_\_\_\_\_  
Residence address \_\_\_\_\_  
in Ukraine \_\_\_\_\_  
Date of birth \_\_\_\_\_  
Passport number \_\_\_\_\_

EDRPOU Code 01566117

Payment code 25010100

Vice Rector \_\_\_\_\_ Valerii Sai                      Signature \_\_\_\_\_

All the necessary information about educational services provided under this Agreement, necessary information about the **Contractor** was received on time and in full.

Internal KNUTE Regulations, Regulation on the admission of foreigners and stateless people to study in higher educational institutions, regulatory acts on the right of entry, departure, residence and movement throughout Ukraine were reviewed and are agreed to perform:

**Client**

\_\_\_\_\_  
(name, surname in capital letters)

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

Appendix 2  
To the order dated 10.16.2018  
№ 3766

**Additional agreement**  
**To the Agreement dated «\_\_» \_\_\_\_ 201\_\_, № \_\_\_\_\_**

**Kyiv** \_\_\_\_\_ «\_\_» \_\_\_\_ **201\_\_**

Kyiv National University of Trade and Economics (KNUTE) represented by Vice-Rector Mr. Valerii Sai, acting on the basis of the Charter and the Order dated "\_\_\_" \_\_\_\_\_ 201\_\_\_. (Hereinafter – the **Contractor**), and a citizen

\_\_\_\_\_  
(name of state) (surname, name)  
(Hereinafter – **Client**), together referred to as Parties, agreed as follows:

1. According to the paragraph 2.10. of the Agreement the **Contractor** shall provide educational services at the expenses of the **Client** to study optional subjects (hereinafter – Individual training), namely:

Subjects	The cost of educational service

The total cost of educational services is \_\_\_\_\_ UAH.

\_\_\_\_\_ form of training;

Period of training from «\_\_» \_\_\_\_\_20\_\_ to «\_\_» \_\_\_\_\_20\_\_.

Educational services provided at the location of the **Contractor**.

2. **Client** pays a fee for the entire period of study in full (once) in non-cash or cash at the conclusion of Additional agreement to the Agreement.

3. Payments are made in the national currency of Ukraine – UAH.

4. In case of **Client** violation of terms of Additional Agreement, funds received by the **Contractor** in payment for educational services remain in KNUTE to fulfill its tasks in accordance with the law.

5. The responsibility for making payments under the Additional agreement to the Agreement shall be taken directly by the **Client**.

6. Additional Agreement can be terminated according to the paragraph 6.1, 6.2. of the Agreement.

7. Additional Agreement is an integral part of the Agreement. It is signed in two identical copies of equal legal force, one copy for each party.

## ADDRESSES AND SIGNATURES OF THE PARTIES

### CONTRACTOR

Kyiv National University of  
Trade and Economics  
st. 19, Kyoto, Kyiv-156,  
02156, Ukraine  
Account 31252296116398  
Bank of State Treasury Service of Ukraine  
Bank Code 820172  
EDRPOU Code 01566117  
Payment code 25010100  
Vice Rector \_\_\_\_\_ Valerii Sai

### CLIENT

\_\_\_\_\_  
(surname, name)  
State \_\_\_\_\_  
Residence address \_\_\_\_\_  
in Ukraine \_\_\_\_\_  
Date of birth \_\_\_\_\_  
Passport number \_\_\_\_\_  
  
Signature \_\_\_\_\_