



**Agreement**

**for the provision of services for the organization of training**

**courses under the 'non-degree' program**

**(without awarding an academic degree)**

**KAZGUU**

UNIVERSITY

M. N A R I K B A Y E V

**Agreement**

**for the provision of services for the organization of training courses under the 'non-degree' program**

**(without awarding an academic degree)**

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| By this agreement, **JSC 'Maqsut Narikbayev KAZGUU University'** (a certificate of state re-registration of a legal entity as of May 04, 2018), hereinafter referred to as 'University', operating under License no. KZ64LAA00011853 as of May 25, 2018, issued by the State 'The Control Committee in Education and Science under the Ministry of Education and Science of the Republic of Kazakhstan', defines the conditions for the paid provision of educational services received by **ND Student** who has acceded the terms of this Agreement.  The accession of the ND Student, his/her legal representative to this Agreement is carried out under the signed ‘Application for Accession’, in accordance with a form that is an integral part of this Agreement.  The ND Student, as well as his/her legal representative, who have acceded this Agreement, and the University, accept all the reps and warranties established by this Agreement as a general principle, only after the authorized employee of the University makes a note of the Application acceptance.  The parties agreed that the date of the Agreement conclusion is the date of signing the 'Application for Accession'. The application is signed in 2 (two) identical copies, one for each of the Parties. |  | The submission of an 'Application for Accession' by ND Student does not automatically mean that the University has a liability to enroll him (her) in the University's 'non-degree' program Students. The enrollment is carried out on the basis of the terms of this Agreement.  This Agreement is a standard approved form and is not subject to change by the ND Student or his/her legal representative.  The University has the right to introduce amendments and additions to this Agreement for such consideration and on such terms set forth in this Agreement. The University informs the ND Student, and if the ND Student does not attain majority - the Representative, about the unilateral amendment of this Agreement, by publishing information on the official website of the University and in information systems and means of communication with the ND Student, no later than 15 (Fifteen) calendar days prior to the effective date of such changes.  The Parties unconditionally agree that the form of this Agreement and the procedure for accession to it are equivalent to the written form of concluding agreements. |

**1. SCOPE OF THE AGREEMENT**

**1.1.** The ND student relegates and pays, and the University undertakes to organize training courses under the 'non-degree' program (without awarding an academic degree), which includes the study of part of the subjects of the educational program in accordance with the curricula and educational programs of the University, for a separate group of educational programs specified by the Student in the 'Application for Accession', and issuing a certificate to the ND Student indicating the name of the subjects, the number of academic credits and final grades, pursuant to timely registration for courses and if obtaining the number of credits established by the internal regulatory documents of the University.

**1.2.** The total duration of the training courses under the 'non-degree' program is determined by the internal regulatory documents of the University.

At the end of the academic period (semester), pursuant to continuing studies in the next academic period (semester), the ND Student undertakes to conclude an additional agreement to this Agreement for the extension of the Agreement for the corresponding period.

**1.3.** Place of rendering services: Astana, 'Yessil' district, 8, Korgalzhyn highway.

**2. RIGHTS AND LIABILITIES OF THE PARTIES**

**2.1. The University undertakes:**

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| **2.1.1.** To accept a Student into the 'non-degree' program students under regulatory acts of the Republic of Kazakhstan and regulatory documents of the University, if a Student or his/her Representative make an entrance fee and tuition fees in the the full amount of the cost of selected academic credits in accordance with Appendix No. 1, which are an integral part of this Agreement (Appendix №1).  The amount of the entrance fee is approved by the Register of the Cost of University Services for the corresponding year of admission and is indicated in the 'Application for Accession' to this Agreement and is aimed at improving the educational environment and the quality of the provision of additional services by the University.  The number of credits for which the ND Student can register is fixed in the Academic Policy of the University.  To admit the Student to the training courses of the 'non-degree' program on the basis of the decision of the Academic Quality Committee of the relevant Higher School and the Order of the Provost, pursuant to the conclusion of this Agreement and the payment of the initial amount and the entrance fee in accordance with the Register of the Cost of Educational Services approved for the corresponding year of admission and the Payment Regulations for educational services of the University.  **2.1.2.** To publish internal regulatory documents on the official electronic information resources of the University for ND student's perusal.  The parties agreed that the Student's personal signature on familiarization with the internal regulatory documents of the University is not required.  **2.1.3.** To ensure the organization of training courses under the 'non-degree' program in accordance with the requirements of the State Compulsory Standard of Higher Education of the Republic of Kazakhstan, the Academic Policy of the University and other internal documents regulating the educational process.  **2.1.4.** To provide the health care delivery for ND Student, organize the work of a first-aid point on the terms of compulsory medical services.  **2.**1**.5.** In accordance with the registration made by the ND Student, to determine the amount of the ND Student's academic load and create healthy, safe learning conditions. |  | **2.1.6.** To provide free access to the use of the fund of educational, methodical and academic literature of the library and reading rooms of the University for such consideration and on such terms set forth in the internal regulations of the University.  **2.1.7.**To provide the ND Student with the opportunity to use computer equipment to perform tasks within the University curricula pursuant to the terms and procedures set forth in separate regulations approved by the University management.  **2.1.8.** In order to develop a personal file of the ND Student, request and store documents. The list of documents required for enrollment in the 'non-degree' program is determined by the regulatory documents of the University.  **2.1.9.** To organize and provide an opportunity for the ND Student to participate on a voluntary basis in academic, cultural, sports and other events of the University.  **2.1.10.**In compliance with the requirements of the regulatory acts of the Republic of Kazakhstan in the field of higher education, as well as the internal regulations of the University concerning admission to the University, to enroll the Applicant in the University Students and by the decision of the Academic Quality Committee to transfer the academic credits.  **2.1.11.** The procedure for transferring academic credits is determined by the Academic Quality Committee and is regulated by the Academic Policy of the University.  **2.1.12.** If the ND Student is expelled from the University at his/her own request and/or by the termination of this Agreement on the initiative of the University, the ND Student and/or Representative, the payment is not refunded, regardless of the ND Student's participation in the academic studies. The rules of expulsion at the Student's own request are regulated by the Academic Policy of the University and other internal regulatory documents of the University.  **2.1.13.**When making amendments and additions to this Agreement, the Register of the Cost of Services for the corresponding year, to publish information on the official website of the University on the Internet, as well as in information systems and means of communication with a Student, no later than 15 (Fifteen) calendar days prior to the effective date of such changes. |

**2.2. The University has the right:**

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| **2.2.1.** To demand from the ND Student the conscientious and proper performance of obligations in accordance with this Agreement, compliance with internal local regulations of the University, academic discipline, correct and respectful attitude to lecturers, employees, students of the University, not to disseminate incorrect 'fake' information, as well as video /audio and other educational content in social networks and the media, to prevent actions and statements discrediting the image and business reputation of the University, compliance with the requirements specified in Appendix No. 2 of this Agreement.  The internal local regulations (documents) of the University are published on its official information resource (University website, automated information system, corporate mail, etc.). The parties agreed that when making amendments to internal local regulations published on the official information resource (University website, automated information system, etc.) of the University, a written statement of familiarization is not required.  The internal local regulations (documents) of the University published on its official information resource (University website, corporate mail, automated information system, etc.) come into legal force after 15 calendar days from the date of their publication on the official website of the University.  **2.2.2.** To apply disciplinary actions to the ND Student for violating the academic discipline, the terms of paragraph 2.2.1. of this Agreement, internal local regulations of the University, up to the termination of this Agreement and expulsion.  **2.2.3.** To demand from the ND Student careful attitude to the University's property, compliance with the rules of working with computer and other equipment.  **2.2.4.**In case of property damage caused by the ND Student actions, to seek reimbursement for the costs incurred for its restoration under the procedure set forth by the current legislation of the Republic of Kazakhstan.  **2.2.5.**When drawing up an individual curriculum, to recommend the ND Student individual subjects conducted in English.  **2.2.6.** To expel the ND Student and unilaterally terminate this Agreement without judicial proceedings, for committing a disciplinary offense, violating the provisions of internal local regulations (documents), systematic or blatant violation of academic discipline (skipping classes without a valid reason, attempting and/or unauthorized access to the |  | information resources of the University, provision of false documents, including medical certificates), academic failure, the terms of this Agreement, including paragraph 2.2.1., the Charter of the University, violation of the statutory regulations of the Republic of Kazakhstan, the norms of internal local regulations of the University, for financial indebtedness to the University, regardless of the reasons for its occurrence.  **2.2.7.** Not to allow the ND Student to further study the subject and/or to all types of control when exceeding the maximum number of academic absences defined by the University's Academic Policy.  **2.2.8.** In case of insufficient number of Students (less than 30 people) under the educational program, to transfer the ND Student (with his/her consent) to another program, and in the absence of the ND Student's consent to transfer, to terminate this Agreement unilaterally and without judicial proceedings, and return the overpaid amount for tuition to the Student without any deductions.  **2.2.9.** Not to personally notify the ND Student or his/her Representative about the financial, academic debt, as well as the need to appear for registration for the next academic period (information about academic performance, financial debt is published on the electronic information resources of the University).  To notify the Representative of a minor ND Student about academic performance or financial debt only at the written request of the Representative.  **2.2.10.** To implement the reformation of academic streams.  **2.2.11.**In accordance with the legislation of the Republic of Kazakhstan in the field of personal data protection, the Parties have agreed that the University has the right to collect, process, store, use, transfer (distribute, provide, access) and destroy ('Processing') biometric data, as well as any information, including: surname, first name, patronymic, date and place of birth, address, marital status, education, nationality and any other information ('Personal Data') relating directly or indirectly to a Student, his/her legal Representative, which becomes available under this Agreement and/or when the University provides educational and other services.  The University undertakes to ensure compliance with the requirements of the legislation of the Republic of Kazakhstan in the field of biometric and personal data protection. The written consent of the ND Student and his/her legal representative to collect, store, process and transfer personal data to the state authorized bodies and the Ministry of Education and Science of the Republic of Kazakhstan, for the purposes arising from this Agreement, as well as to provide educational and other services by the University, is considered received at the time of the ND Student and his/her legal representative acceding to this Agreement. |

**Liabilities and Rights of a Representative:**

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| **2.3.1.** The Representative is obliged to ensure timely receipt of payments to the University's payment account in accordance with p. 2.1.1 and 3.2 of this Agreement and its Appendices (tuition fee schedule).  When a Student attains majority, the obligations for timely payment for educational services are transferred to the ND Student.  **2.3.2.**The Representative has the right to verify the receipt of the amounts deposited by him/her to the payment account of the University to determine the presence of the ND Student's debt, as well as to monitor the ND Student's academic performance and attendance by sending a written request.  **2.3.3.**The Representative assists the University in ensuring that the ND Student fulfills his/her duties and complies with the established rules until the ND Student attains majority, monitors the attendance and academic performance by maintaining contact with the University, and takes educational measures. The ND Student undertakes to inform the Representative on his/her own and in a timely manner about the presence of academic, financial debt. |  | The Representative, in turn, undertakes to regularly monitor the ND Student's academic performance, attendance and financial debt.  **2.3.4.** The Parties have agreed that when the ND Student attains majority, the rights and liabilities of the Representative pass to the ND Student. Meanwhile, the conclusion of an additional agreement (on the leave of a Representative as a party to this Agreement) is not required.  **2.3.5.** Upon the occurrence of the condition set forth in p. 2.3.4., the condition for recovering the ND Student's debt by the Indemnitor set forth in p. 2.3.1. is preserved until the termination of obligations under this Agreement by the Parties.  **2.3.6.**Independently or through the ND Student to monitor amendments and additions to this Agreement or the Register of the Cost of Services published on the official website of the University on the Internet, as well as in information systems and means of communication with a Student. Meanwhile, the Representative does not have the right to refer to ignorance regarding alterations of the Agreement and/or the Register of the Cost. |

**2.4. The ND Student undertakes:**

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| **2.4.1.** To familiarize, comply with and abide by the internal local regulations of the University, orders of the University management, the University Charter, the terms of this Agreement, Academic Policy, Guidelines on Academic Integrity and other documents published on the official information resource.  **2.4.2.** To take care of the University's property and use it rationally, ensure cleanliness and order in the educational institution, on its territory, dormitories, canteen and library.  **2.4.3.**When submitting documents, to make payment of the entrance fee, in accordance with the Register of the Cost of University Services, for the corresponding year of admission.  When the ND Student enrolled by the Order is expelled, regardless of the reason for the expulsion, the entrance fee is not refundable.  If the ND Student is expelled before the issuance of the Order on Enrollment, 50% of the amount of the entrance fee is subject to refund within 30 calendar days from the date of application.  **2.4.4.** To make timely payment for educational services on the basis of Appendix No. 1 to this Agreement, personally or through your Representative.  **2.4.5.**To master knowledge and practical skills in the full scope of an individual curriculum based on state compulsory standards of education, attend all types of academic studies, pass all types of control within the established time frame. |  | **2.4.6.** When drawing up your individual curriculum, strictly follow the regulations in the field of education, the rules of the University's Academic Policy and comply with the established manner and terms of registration for academic subjects.  **2.4.7.** In case of skipping classes for valid reasons, to inform the relevant management of the Higher School (faculty) within 2 working days on his/her own or through relatives or a Representative about the incident providing the documents within 3 working days after recovery or termination of emergency events confirming this circumstance.  If a ND Student is on outpatient or inpatient treatment, to notify the University in writing about this providing supporting documents no later than 3 days from the date of closing the sheet / certificate of temporary disability to verify their validity.  If the documents confirming the events specified in this paragraph are not submitted within the period specified above, the University has the right not to accept and not to consider the documents submitted by the ND Student in the future. |

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| **2.4.8.** To perform all types of work set forth in the individual curriculum, and receive a positive final assessment for obtaining credits in the subject. If a Student receives an unsatisfactory final grade in a subject, credits for this subject are not awarded.  The procedure for conducting ongoing monitoring of academic performance, intermediate final certification is determined by the legislation of the Republic of Kazakhstan, and internal local regulations of the University.  **2.4.9.** The ND student who has received a final 'unsatisfactory' grade in the subject and/or is not allowed to study the subject for skipping classes in accordance with p.2.2.7. of this Agreement, in the next academic period or in an additional semester, again attends all types of academic studies set forth in the individual curriculum, receives admissions and passes the final examination. To do this, the ND Student undergoes the registration procedure for the subject again.  **2.4.10.** To abide the rules of military registration.  The ND student is not a full-time student and, in accordance with the Law on Military Service and the Status of Military Personnel, is not exempt/does not receive a reprieve from conscription into the armed forces.  **2.4.11.**To abide the rules of temporary registration of foreign citizens on the territory of the Republic of Kazakhstan. Meanwhile, a Student undertakes to inform the University in writing:  - 3 (Three) working days before the expected date of departure from the city or country;  - on the day of arrival on the territory of the Republic of Kazakhstan, providing a passport and documents confirming the arrival;  In case of failure to inform the University, the student reimburses the University for all penalties, as well as possible losses of the University.  **2.4.12.** At the request of the administration, to provide written explanations on compliance with the terms of the Agreement, internal regulations, internal local regulations of the University.  **2.4.13.** In case of illness, to provide medical documents on the state of health, in accordance with p. 2.4.7. of this Agreement.  At the request of the University administration, to provide the medical staff of the University with properly executed documents confirming |  | the medical examination and fluorography. Failure to provide a medical examination or fluorography after their expiration, or within the time limits set by the University administration, entails not allowing the ND Student to attend classes and / or take current, final examinations.  If the relevant Documents on the state of health are not provided, the University has the right to terminate this Agreement unilaterally with the recovery of the existing financial debt for the entire amount of credits registered by the Student for the relevant period of study.  **2.4.14.**Within 3 (Three) working days from the date of changing the surname, first name, patronymic, marital status, place of residence, phone number, e-mail address, to notify the University in writing, providing the relevant documents. In case of non-notification, the University is not responsible for the timely issuance of documents, sending correspondence or other actions depending on the ND Student's relevant data.  **2.4.15.** The ND Student, being a user of the automated information systems of the University, is obliged to respect confidentiality, and has no right to transfer to anyone his/her login and password providing the access to the system. The ND Student independently conducts registration, writes and submits applications in the electronic information systems of the University.  The procedures for registration and submission of all forms and types of applications in the electronic information systems of the University are equivalent to the written form of application submission.  **2.4.16.** In case of property damage, damage to the honor and business reputation of the University, to bear full financial responsibility set forth in the current legislation of the Republic of Kazakhstan.  **2.4.17.**To familiarize with the additional tariffs set forth in the internal regulatory documents of the University.  **2.4.18.** To bear responsibility for causing damage to the library fund (unauthorized removal of literature from the library reading room, damage to books / tearing pages / untimely return of a book to the library, loss of a book, etc.) in accordance with the Register of the Cost of Services of JSC 'Maqsut Narikbayev KAZGUU University' for the corresponding year. |

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| **2.4.19.** To respect lecturers, employees and students of the educational organization, not to distribute incorrect 'fake' information in social networks and the media, not to allow actions and statements discrediting the image and business reputation of the University, as well as not to distribute video / audio or other educational content.  **2.4.20.** To inform the Representative on time and in full regarding the academic performance, attendance, imposition of disciplinary penalties on the ND Student and holding him/her financially responsible.  **2.4.21.** To take care of your health and life, the health and life of others. The ND Student is responsible, under the legislation of the Republic of Kazakhstan, for illegal actions against the life and health of a person, committed both by him/her personally and with his/her participation. |  | **2.4.22.** In the presence of the status of a 'student with special educational needs', as well as the status of a person in a difficult life situation (orphans, children left without parental care, etc.), the ND Student provides the University with all the necessary documents confirming the relevant status.  If documentary evidence is not provided and/or incorrect documents are provided, the University is not responsible for non-receipt or late receipt of benefits and other payments to the ND Student.  **2.4.23.** To independently monitor amendments and additions to this Agreement or the Register of the Cost of Services published on the official website of the University on the Internet, as well as in information systems and means of communication with the University. Meanwhile, the ND Student does not have the right to refer to ignorance regarding alterations of the Agreement and/or the Register of the Cost, as well as existing debts. |

**2.5. The ND Student has the right to:**

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| **2.5.1.** According to the rules of the University's Academic Policy, the transfer from one language department to another, from one educational program (major) to another is carried out on the basis of a personal application.  **2.5.2.** Receive additional educational services for an additional fee.  **2.5.3.** For free access and use of the fund of academic and methodical literature on the basis of the library and reading rooms of the University, pursuant to a refundable guaranteed deposit, in the amount established by the Register of the Cost of Educational Services of the University.  **2.5.4.** To familiarize with the regulatory acts of the Republic of Kazakhstan and internal documents of the University regulating the procedure for enrolling the ND Student in the University Students.  **2.5.5.** With the consent of his/her legal Representative, contribute funds to the University's charitable foundations created by student self-government bodies on a voluntary basis.  **2.5.6.** Create a fund within the self-government bodies to collect funds for the purpose of financing |  | individual projects at the discretion of self-government bodies, including for participation in sports and other public events.  **2.5.7.**A Student has the right to be restored for such consideration and on such terms established by the internal regulations of the University, in case of the lack of financial debt to the University and payment for educational services, pursuant to the terms and within the time limits established by the Agreement for the provision of paid educational services, as in effect when the ND Student restores.  **2.5.8.** Upon written request, to receive consultations on academic issues and/or to verify the receipt of the amounts deposited by a Student to the University's payment account.  **2.5.9.** No later than 5 (Five) working days before the start of the academic period, submit an application to the Academic Quality Committee of the relevant Higher School regarding the impossibility of registration for the next academic period, indicating a valid reason.  **2.5.10.** If the Student has paid for educational services, for the academic period in which, according to his personal application and with the consent of the Academic Quality Committee of the relevant Higher School, there will be no registration, the payment will not be refunded and credited to the tuition account in the next academic period. |

**3. THE AMOUNT AND PROCEDURE OF PAYMENT FOR EDUCATIONAL SERVICES**

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| **3.1.** The terms of payment for tuition, as well as the entrance fee, is established in Appendix No. 1, which is an integral part of the Agreement, as well as the Register of the Cost of Educational Services approved for the corresponding year.  **3.2.** In exceptional cases, the University may provide individual benefits related to the procedure and payment terms for tuition fees. The individual payment schedule for tuition is approved in the Payment Regulations for educational services of the University.  When the ND Student who pays for studies according to the schedule is expelled, the latter is obliged to make the payments under the schedule, regardless of his actual participation in the academic studies.  **3.3.** The payment is made by transferring payments to the current payment account of the University.  **3.4.** In case of ND Student expulsion from the University and termination of the Agreement with him/her, the ND Student is not subject to restoration and makes a new Agreement for a new term.  **3.5.** The ND Student's debt is the uncompensated expenses of the University for the organization of the educational process of the relevant academic period, regardless of the date of submission of the application for expulsion and/or termination of this Agreement, and the ND Student's participation in academic studies, under p. 2.1.12 of this Agreement.  **3.6.**When the ND Student is expelled from the University due to an illness that makes it impossible to continue studying, confirmed by the conclusion of a medical expert commission (including disability), the issue of refund is considered by the executive body - the Management Board. Meanwhile, the funds for the current academic period, before the date of the application submission on the impossibility of studying due to illness, are not returned.  **3.7.** In case of receipt of funds for academic credits registered at the request of the Student and the absence of the ND student's application |  | about the revocation of registration for the relevant subjects in the relevant academic period, up to 2 working days before the end of the registration period, the registration is considered completed, the funds are allocated to ensure the educational process, and payment is non-refundable regardless of the further ND Student's attendance.  **3.8.**In case of refusal to voluntarily repay the debt, the debt amount is recovered by the University through legal proceedings. All the expenses and legal costs incurred by the University due to the fault of the ND Student or his/her Representative, including when presenting groundless claims to the University, are attributed to the ND Student or his/her legal Representative.  **3.9.** In case of unauthorized termination of studies, payment for University services within the framework of registration for academic credits is accrued until the termination of this Agreement, regardless of the actual participation of the ND Student in classes.  The University is not responsible for the untimely notification of the termination of studies and/or the unilateral termination of this Agreement by a Student or Representative with the provision of supporting documents on the impossibility of studying further.  **3.10.** When transferring The ND Student from one educational program to another during the vacation period, the payment for the study of the subject is made at the cost of credits of the educational program to which the ND Student is transferred.  **3.11.** The parties have come to an agreement and give their unconditional, irrevocable consent that the University, taking into account inflation, has the right to change the cost of 1 (One) academic credit no more than once a year. Meanwhile, the signing of an additional agreement and/or re-signing the Application for Accession is not required.  **3.12.**The information about amendments or additions to the Register of the Cost of University Services is published on the official website of the University on the Internet, as well as in information systems and means of communication with a Student. |

**4. LIABILITY OF THE PARTIES**

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| **4.1.** In case of financial indebtedness for educational services, the University blocks automated information systems and the ND Student is not allowed to pass all types of control (current and final), and the Agreement is subject to termination. The debt for tuition is imposed in accordance with the procedure established by the legislation of the Republic of Kazakhstan.  If there is a financial debt for both educational services and other services of the University provided for by internal regulatory documents, the University does not allow the ND Student to register for the corresponding academic period.  Making payment by the ND Student or his/her Representative for the repayment of financial debts gives him/her the right to be enrolled in the ND Students of the University in accordance with the procedure established by the University's internal regulations.  **4.2.**The transcript and other documents from the ND Student's personal file are issued after the ND Student passes the 'Exit Form' and repays financial debts (both for tuition fees and other University services).  **4.3.**In case of financial debts (both for tuition fees and other University services), by the time of program completion, the Transcript as well as the Certificate of Completion are not issued until the repayment of financial and other debts. |  | **4.4.**In case of violation of the terms of payment for educational services set forth in this Agreement and its Appendices, the ND Student (Representative) pays the University a penalty in the amount of 5 MCI for each fact of delay.  **4.5.** For non-fulfillment or improper fulfillment by the Parties of their obligations, in cases not provided for by this Agreement, the Parties are liable in accordance with the current legislation of the Republic of Kazakhstan.  **4.6.** The University is not responsible for the consequences if the ND Student provides incorrect and misrepresenting information about the place of residence, phone number, marital status, and other information.  **4.7.** The ND Student is fully responsible for the consequences of providing incorrect and misrepresenting information about his/her place of residence, phone number, marital status, etc.  **4.8.** A Student is fully liable for the damage caused and is subject to expulsion from the ND Students in case of violations of the terms/actions specified in paragraphs 2.2.1. 2.2.6, 2.4.11, 2.4.15, 2.4.16 and 2.4.19 of this Agreement. Meanwhile, the University has the right to recover the inflicted damage, including image and business reputation, through legal proceedings. |

**5. DISPUTE RESOLUTION PROCEDURE**

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| **5.1.** Disagreements and disputes arising in the course of the implementation of this Agreement are considered directly by the parties in a preliminary manner in order to develop mutually acceptable solutions. |  | **5.2.** The issues not resolved by the parties through negotiations, the development of mutually acceptable solutions, are resolved in accordance with the current legislation of the Republic of Kazakhstan, at the place of the Agreement execution. |

**6. SPECIAL PROVISIONS**

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| **6.1.** In case of termination of the University's activities on the basis of the break-up process or termination of educational activities, in connection with the license revocation, the Parties shall make reciprocal payments for the actually rendered services.  **6.2.**By acceding to this Agreement, the ND Student and his/her legal Representative grant the right to make video/audio recordings in the University building, record the storage of electronic messages, without additional notifications, as well as record |  | telephone conversations after notification of the recording at the beginning of the conversation with the Student or his/her Representative, and University staff to ensure the quality of service and safety. The Student and/or his/her Representative agree that such video/audio recordings and/or recordings of telephone conversations/electronic conversations (including via messengers) can be used as evidence during the judicial proceedings of disputes and disagreements between the Parties. |

**7. VALIDITY PERIOD, PROCEDURE FOR AMENDMENTS TO THE AGREEMENT TERMS, AND ITS TERMINATION**

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| **7.1.** This Agreement comes into force from the date of signing the 'Application for Accession' by the ND Student and/or his/her legal Representative, and is valid for the entire period of study in accordance with the University curriculum, as well as until the Parties fully fulfill their obligations.  **7.2.**In case of expulsion of the ND Student with his subsequent restoration to the University Students, a new agreement is drawn up, while the terms established at the time of the new agreement conclusion, come into effect.  **7.3.** The terms of this Agreement may be amended and supplemented by the University by publishing information about the amendment or addition on the official website of the University on the Internet, as well as in information systems and means of communication with the ND Student.  The modification of individual terms of this Agreement as the termination of one or more of its paragraphs does not entirely terminate this Agreement .  . |  | **7.4.** The ND Student (Representative) may repudiate the Agreement by sending a corresponding application to the University, pursuant to the full payment of the actually incurred expenses to the University, under p. 2.1.12. of this Agreement.  **7.5.** The moment of termination of contractual relations between the Parties is the expiration of the period specified in the Application for Accession, and the full fulfillment of the obligations assumed by the Parties.  **7.**6. The cause for termination of this Agreement is the issuance of the relevant University Order on the ND Student expulsion, and the conclusion of an Agreement on termination is not required.  **7.7.** This Agreement is published on the official website of the University on the Internet. |

Appendix No. 1

to the Agreement for the provision of services

for organization of training courses under the 'non-degree' program

(without awarding an academic degree)

**TUITION FEE SCHEDULE**

**1.**   Tuition fees are determined based on the cost of 1 (One) credit and the number of credits taken by the ND Student for the corresponding academic period.

**2.**   The cost of 1 credit under the educational program for the corresponding academic year is determined in the University's Register of the Cost of Services and is indicated in the 'Application for Accession'.

**3.** Pre-payment is provided for the the 'non-degree' program.

**4.**   The ND Student or his/her legal Representative pays for the services of the University only for the relevant academic period, within the cost of the number of credits selected by the ND Student, admitted to study on the basis of the decision of the Academic Quality Committee of the relevant Higher School and the Order of the Provost.

**5.**   Payment for 2 (Two) academic periods (semesters) is not allowed.

In case of non-compliance with this paragraph, the overpaid amounts are subject to refund on the basis of the Student's application after signing the 'Exit Form' in the manner prescribed by the Payment Regulations for University Services.

**6.** For the repeated study of the discipline, upon receipt of an unsatisfactory final assessment of the subject, an advance payment is required in accordance with the Register of the Cost of Services approved for the period of repeated study.

**7.** When submitting documents for the relevant educational program (major), the ND Student pays the entrance fee in the amount specified in the Application for Accession to this Agreement under the Register of the Cost of University Services for the corresponding year of admission.

Upon subsequent expulsion of the ND Student, regardless of the reason for the subsequent expulsion, the amount of the entrance fee is not refundable.

Upon termination of this Agreement by the ND Student or his/her Representative, prior to enrollment of the ND Student, 50% of the amount of the paid entrance fee is subject to refund within 30 calendar days from the date of the application submission. The remaining amount of 50% of the entrance fee is non-refundable.

**8.**The ND Student and/or his/her Representative confirm that they are familiar with this Appendix, with the Payment Regulations for University's educational services when signing the 'Application for Accession' to this Agreement, and also that their personal signature on familiarization is not required.

Appendix No. 2

to the Agreement for the provision of services

for organization of training courses under the 'non-degree' program

(without awarding an academic degree)

**RULES OF CONDUCT**

**1.** When staying at the University, the ND Student undertakes to be guided by the Code of Conduct at Maqsut Narikbayev KAZGUU University and other internal regulatory documents of the University, including requirements for appearance.

**2.** It is prohibited on the territory and in the buildings of the University:

  - smoking tobacco products (including electronic cigarettes, hookahs, etc.), the use of 'naswar', alcoholic beverages, including low-alcohol;

  - the use of chewing gum;

  - storage, use and distribution of means of toxic and narcotic intoxication, as well as their precursors (the list of which is determined by the legislation of the Republic of Kazakhstan), as well as explosives, strong-smelling substances and pyrotechnic devices;

  - gambling, being drunk and disorderly, under drug or other intoxication;

  - appearances with animals;

  - violation of peace and quiet at night - the period from 22:00 to 07:00.

**3.** A Student and/or his/her Representative, when signing the Application for Accession, confirm that they are familiar with this Appendix and the Code, and a personal signature on familiarization is not required.