**Agreement**

**for the provision of paid educational services**

**for individuals who have not scored a threshold point on the Unified National and/or Comprehensive Testing (full-time mode of study)**

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 Students who have joined the terms of this Agreement.

The accession of the 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 Student, as well as his/her legal representative, who have joined 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 Student does not automatically mean that the University has a liability to enroll him (her) in the University's Students. The enrollment is carried out under of the terms of this Agreement.

This Agreement is a standard approved form and is not subject to change by a 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 a Student, and if the 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 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. In accordance with the terms of this Agreement, the University undertakes the following obligations:

a) on the organization of Student's studies on a reimbursable basis:

- for full-time mode of study, for a separate group of educational programs of higher education of the educational program specified by the Student in the 'Application for Accession', pursuant to timely registration and obtaining the number of credits set forth in the internal regulatory documents of the University. The regulatory, as well as the maximum period of study for a separate group of educational programs of higher education is determined by the regulatory acts of the Republic of Kazakhstan and internal regulatory documents of the University;

b) to provide a Student with the opportunity to receive additional paid educational services;

c) to study in accordance with the state compulsory standard of education, pursuant to the repeated passing of the Unified National Testing (hereinafter – UNT) within the time limits established by the legislation of the Republic of Kazakhstan in the field of higher education, with the provision of supporting documents to the University and enrollment of Student, in accordance with paragraph 2.1.1. of this Agreement, the award of the Bachelor's Degree, the issuance of a diploma of its own sample with an Appendix to the Student who has passed the final certification and confirmed the successful completion of the relevant educational program of higher education.

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

**2.1. The University undertakes:**

2.1.1. To accept a Student 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.

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 a Student can register is fixed in the Academic Policy of the University.

To enroll at the University by Order under the submitted Application for Accession and this Agreement, pursuant to the submission of a full package of documents, the payment of the initial amount and the entrance fee within the prescribed time, in accordance with the Register of the Cost of Services of JSC 'Maqsut Narikbayev KAZGUU University', approved for the corresponding year of admission and the Payment Regulations for educational services of the University.

The University enrolls a student who has not scored the appropriate number of UNT points in the membership of students (conditionally enrolled) only for the first academic year.

When providing supporting documents on the re-passing the UNT and compliance with all regulatory acts of the Republic of Kazakhstan or internal acts of the University, as well as the order and terms of payment, this Agreement is not subject to renewal. The main terms of this Agreement concerning the rights and liabilities of the Student, the Representative and the University remain in full force and effect.

2.1.2. To publish internal regulatory documents on the official electronic information resources of the University for 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 preparation of a Bachelor's or Master's degree under the requirements of the State Compulsory Standard of Higher or Postgraduate 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 Students, organizing the work of a first-aid point on the terms of compulsory medical services.

2.1.5. In accordance with the registration made by a Student, to determine the amount of the 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 a 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. To organize professional internship for Students, all types of research and practical training, including academic or professional internships in accordance with an individual curriculum.

2.1.9. To organize and provide an opportunity for Students to participate on a voluntary basis in academic, cultural, sports and other events of the University.

2.1.10. According to the regulatory acts of the Republic of Kazakhstan in the field of higher or postgraduate education, the rules of the Academic Policy of the University, on the basis of a personal application, to ensure the transfer of a student to another educational organization, from one form of study to another, from one language department to another, from one educational program (major) to another.

2.1.11. To provide a Student with the opportunity to acquire additional credits pursuant to the terms and procedures set forth in the Academic Policy of the University and other internal regulatory documents of the University.

2.1.12. If the 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, a Student and / or Representative, the payment made for the corresponding academic period (semester) is not refunded, and the existing financial debt is subject to full reimbursement by a Student, regardless of 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:**

2.2.1. To demand from the Student the conscientious and proper performance of liabilities 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 distribute 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 a Student for violating the academic discipline, the terms of paragraph 2.2.1. of this Agreement, internal local regulations of the University, up to expulsion from the University.

2.2.3. To demand from a Student careful attitude to the University's property, compliance with the rules of working with computer and other equipment.

In case of property damage caused by the 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.

2.2.4. Leave a Student who has not fulfilled the requirements of the Academic Policy, has not scored a set number of academic credits or a minimum transfer point (GPA), taking into account the results of the summer semester and/or has not fulfilled the annual individual curriculum, under p. 2.4.8. of this Agreement, for a repeat period of study.

Meanwhile, a Student can study according to the previously accepted individual curriculum or make a new individual curriculum.

To expel a student who has not registered within the established time frame for a repeated course of study.

2.2.5. To encourage and reward a Student for success in educational, academic and creative activities.

2.2.6. To organize the possibility of obtaining additional credits within the terms and conditions stipulated by the internal local regulatory documents of the University.

2.2.7. To expel the Student and terminate this Agreement unilaterally and without judicial procedures, 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 University information resources, providing 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 legislation norms 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.

2.2.8. Not to allow Students 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.

2.2.9. In case of insufficient number of Students (less than 30 people) under the educational program, to transfer the Student (with his consent) to another program, and in the absence of the 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.

2.2.10. Not to personally notify the 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 Student about academic performance or financial debt only at the written request of the Representative.

2.2.11. To implement the reformation of academic streams.

2.2.12. When a Student is expelled for a blatant violation of the Code of Academic Integrity, expressed in forgery, falsification of research results, theft and/or damage to third-party research, collusion or fraudulent behavior for obtaining a better result, plagiarism, including submission of works written by another person, bribery, the University places the data of such a Student on the official website of the University, indicating the grounds for expulsion.

When signing the Application for Accession, a Student gives his/her irrevocable consent, upon the occurrence of the grounds specified in this paragraph, to publish such data.

2.2.13. 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 a 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 Student and his/her legal representative acceding to this Agreement.

2.2.14. To terminate this Agreement unilaterally without legal proceedings in case of:

- not passing the repeated UNT (not getting the appropriate number of points) within the time limits established by the legislation of the Republic of Kazakhstan in the field of higher education;

- not providing the University with supporting documents on passing the repeated UNT;

- non-payment of tuition fees in the amount of the cost of selected credits in accordance with the Tuition Fee Schedule.

In this case, tuition fees (the first academic year) are not refunded.

**2.3. Liabilities and Rights of a Representative:**

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 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 find out the presence of the Student's debt, as well as to monitor the Student's academic performance and attendance by sending a written request.

2.3.3. The Representative assists the University in ensuring that a Student fulfills his/her duties and complies with the established rules until a Student attains majority, monitors the attendance and academic performance by maintaining contact with the University, and takes educational measures. The 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 Student's academic performance, attendance and financial debt.

2.3.4. The Parties agreed that when a Student attains majority, the rights and liabilities of the Representative pass to the 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 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 a 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 student undertakes:**

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. Take care of the University's property and use it rationally, ensure cleanliness and order in the educational institution, dormitory, canteen and library, participate in the creation of good conditions for studying and living.

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 a Student enrolled by the Order is expelled, regardless of the reason for the expulsion, the entrance fee is not refundable.

If a 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 training sessions, 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, including when a Student is on outpatient or inpatient treatment, to inform the relevant management of the Higher School (faculty) in writing within 2 working days about the incident, followed by the provision of documents within 5 working days from the moment of closing the sheet/certificates of temporary disability (to verify their validity) or termination of extraordinary events confirming this circumstance.

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 a Student in the future.

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. A 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.2.2.8. 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, a Student again undergoes the registration procedure for the subject. A student who has not scored a set number of credits and/or a minimum transfer point, who has not completed his annual individual curriculum, remains in accordance with the order for a repeat course of study.

2.4.10. To abide the rules of military registration.

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 arrival;

- no later than 10 (ten) working days before the expiration of the period of temporary stay in the territory of the Republic of Kazakhstan specified in the document on temporary residence (Temporary Residence Permit), with continuous stay in the territory of the Republic of Kazakhstan, on the need to extend the terms of temporary stay.

In case of failure to inform and/or violation of the terms and procedure for informing the University, a Student reimburses the University 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. Annually, 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 in

the deadlines set by the University administration, entails not allowing a Student to attend classes and / or take current, final examinations.

In case of illness, provide medical documents on the state of health, in accordance with p. 2.4.7. of this Agreement.

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, 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 Student's relevant data.

2.4.15. A 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 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 pass all types of internship in a timely manner, to defend reports on them, to carry out all types of research, to undergo practical training, academic and professional internships, in accordance with an individual curriculum.

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.

2.4.19. 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 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 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 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 Students.

2.4.23. 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, a 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.

2.4.24. In case of expulsion of a Student who has received financial support in the form of an individual cost of one credit, both at his/her own request/ on the initiative of a Representative, and under the conditions set forth in this Agreement and other internal regulatory documents of the University, the Student and/or his Representative undertakes to reimburse the University the difference between the cost of one credit fixed in the Register of the Cost of Services and received financial support for one credit, taking into account the number of credits for which the Student has registered for the current academic year.

**2.5. A Student has the right to:**

2.5.1. According to the rules of the University's Academic Policy, transfer to another educational organization, from one form of study to another, from one language department to another, from one educational program (major) to another is 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 acquire credits in accordance with the rules established by the Ministry of Education and Science of the Republic of Kazakhstan and the University in other educational institutions, including academic mobility programs.

2.5.5. Participate in the self-government bodies of the University.

2.5.6. Create a fund within the self-government bodies to raise funds for the purpose of financing individual projects at the discretion of the self-government bodies, including for participation in sports and other public events.

2.5.7. To contribute money to the fund created by the self-government bodies on a voluntary basis.

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 a 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 is not refunded and is entered into the tuition account in the next academic period.

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

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 a 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.

In case of a refund to the applicant (if he/she refuses to study before enrolling in the University), the University retains a sum approved by the Register of the Cost of Educational Services and the Payment Regulations for Educational Services of the University for bank, postal and other expenses.

Students transferring from other educational organizations are allowed to take classes by an appropriate order after signing an Application for Accession to this Agreement, making tuition fees and an entrance fee according to the Register of the Cost of Educational Services and the Payment Regulations for educational services of the University at the time of transfer.

3.3. The payment is made by transferring payments to the payment account of the University.

3.4. In case of expulsion of a Student from the University and termination of the Agreement with him/her, with his/her subsequent restoration to Students, tuition fees are paid pursuant to the terms, amounts and conditions set forth in the regulatory documents of the University at the time of the Student's restoration.

3.5. If a Student is provided an academic leave, the amount and system of tuition fees are maintained.

3.6. When a 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. A Student has the right to be restored for such consideration and on such terms established by the legislation, in case of the lack of financial debt to the University and payment for educational services, payment of the entrance fee, pursuant to the terms and within the time limits established by the Agreement for the provision of paid educational services, and internal local regulations of the University as in effect when Students restores.

3.8. The 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 Student's participation in academic studies, under p. 2.1.12 of this Agreement.

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 a Student or his/her Representative, including when presenting groundless claims to the University, are attributed to the Student or his/her legal Representative.

3.9. In case of unauthorized termination of studies and not notifying the University about it, payment for the University services is charged prior to the termination of this Agreement, regardless of the Student's participation in the 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 (regardless of the mode of study).

3.10. When transferring a student from one educational program to another during the vacation period, payment for the study of the subject is made at the cost of credits of the educational program to which a Student is transferred.

3.11. If a Student studies in the external form, the tuition fee is set according to the University's regulatory documents, and therefore, an appropriate supplementary agreement is concluded.

3.12. 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.

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**

4.1. In case of financial indebtedness for educational services, the University blocks automated information systems and a Student is not allowed to pass all types of control (current and final), and is subject to expulsion from the University. 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 Student to register for the corresponding academic period.

Making payments by a Student or his/her Representative for the repayment of financial debts gives him/her the right to be restored into the University Students in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

4.2. The transcript and other documents from the Student's personal file are issued after the 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 graduation, a University graduation diploma is 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, a 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 a Student provides incorrect and misrepresenting information about his/her place of residence, phone number, marital status, and other information.

4.7. A 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 University in case of violations of the terms/actions specified in paragraphs 2.2.1. 2.2.7, 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**

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**

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 University must take measures to complete the academic year for Students in other educational organizations.

6.2. When a Student receives an individual cost reduction in the form of financial support from the University:

- the cost reduction provided to a Student for tuition as financial support is the property of the University and is not paid to a Student as material incentives;

- when a student is expelled from the University, the difference in tuition fees provided to a Student is canceled and reimbursed pursuant to the terms set forth in p. 2.4.24 of this Agreement.

6.3. By acceding to this Agreement, a 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 a conversation with a Student or his/her Representative, and University staff to ensure the quality of service and security. 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**

7.1. This Agreement comes into force from the date of signing the 'Application for Accession' by the Student and/or his/her legal Representatives, and is valid for the entire period of study in accordance with the University curriculum, and in terms of mutual settlements - until the Parties fully fulfill their obligations.

7.2. In case of expulsion of a 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 a 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. A Student (Representative) may repudiate the Agreement by sending a corresponding application to the University, pursuant to the full payment of the actually incurred costs 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 complete 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 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 paid***

***educational services for individuals,***

***who did not score a threshold point on***

***Unified National and/or***

***Comprehensive Testing***

***(full-time mode of study)***

**TUITION FEE SCHEDULE**

1.   Tuition fees are paid by the Student or his/her Representative for each academic period (semester) no later than 10 working days before the academic period (semester), based on the cost of 1 (One) credit and the number of credits taken by the 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.   If Students exceed the standard and/or recommended period of study established for Bachelor's or Master's degree programs, the Register of the Cost of Services of JSC 'Maqsut Narikbayev KAZGUU University' for the corresponding year of admission loses its legal validity.

The student pays the cost of one credit in accordance with the University's Register of the Cost of Services, approved for the corresponding year in which the study is carried out (i.e. for each subsequent year in which a Student had to finish his studies).

4. For study, remedial study on the course, re-study of the subject, when passing the academic difference, when examining previously studied subjects, preliminary payment is required.

5.   The student pays for educational services only for the corresponding academic period (semester), within the number of credits established by the Academic Policy of the University.

6.   Payment for 2 (Two) or more academic periods, as well as for the entire period of study is not allowed.

In case of non-compliance with paragraphs 4 and 5 of this Appendix, upon termination of the Agreement for the provision of paid educational services, both on the initiative of the Student and on the initiative of the University, the funds will not be returned to the Student, regardless of his/her participation in classes. The payment procedure is determined by the Payment Regulations for educational services of the University.

7.   When submitting documents for the relevant educational program (major), a 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.

In case of subsequent expulsion of a Student enrolled under the Order, regardless of the basis of the subsequent expulsion, the amount of the entrance fee is not refundable.

Upon termination of this Agreement by a Student or his/her Representative, prior to enrollment of the Student on the basis of the Order, 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.   A 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 paid***

***educational services for individuals,***

***who did not score a threshold point on***

***Unified National and/or***

***Comprehensive Testing***

***(full-time mode of study)***

**RULES OF CONDUCT**

1. When staying at the University, a 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.