



M. N A R I К В A Y E V

**KAZGUU**

UNIVERSITY

**AGREEMENT**

**for provision of training courses for the**

**“non-degree” program**

**(without awarding an academic degree)**



 **AGREEMENT**

**for provision of training courses for the**

**“non-degree” program**

**(without awarding an academic degree)**

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| By this Agreement, JSC “M. Narikbayev KAZGUU University” (certificate of state re-registration of a legal entity dated May 4, 2018), hereinafter referred to as the “University”, acting on the basis of license No. KZ64LAA00011853 dated 05/23/2018 issued by the State Institution "Committee for Control in the Sphere of Education and Science of the Ministry of Education and Science of the Republic of Kazakhstan", determines the conditions for the Non – Degree Students (ND Student), who has acceded to the terms of this Agreement, to receive paid educational services.Accession of the ND Student, his legal Representative to this Agreement is carried out on the basis of the signed "Application of Accession", according to the form, which is an integral part of this Agreement. The ND student, as well as his legal Representative who has  joined this Agreement and the University, accept all the  conditions and obligations established by this Agreement  entirely, only after the authorized employee of the University  makes a mark on the acceptance of the Application.The parties agreed that the date of conclusion of the Agreement will be the date of signing the "Accession Application". The application is signed in 2 (еwo) identical copies, one for each of Parties. | Submission of an "Admission Application" by an ND Student does not automatically create an obligation for the University to accept him (her) as a student of the University's “non-degree program”. Acceptance 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 and/or its Representative.The University has the right to make changes and additions to this Agreement in the manner determined by this Agreement. The University informs the ND Student about the unilateral change of this Agreement, and if the ND Student does not reach the age of majority –the University informs the ND Student’s Representative by posting 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 before the effective date of such changes.The Parties unconditionally agree that the form of this Agreement and the procedure for joining it are equated to the written form of concluding Agreements. |

#  1. THE SUBJECT OF THE AGREEMENT

* 1. The ND Student entrusts and pays, and the University assumes the obligation to organize training courses for the "non-degree" program (without awarding an academic degree), which provides for the study of part of the disciplines 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 ND Student in the "Application for Accession", and issuance of a certificate to the ND Student indicating the names of disciplines, the number of awarded academic credits and final grades, subject to timely registration for courses and mastering the number of credits established by the internal regulatory documents of the University.

**1.2.** The total duration of training courses for the "non-degree" program is determined by the internal regulations of the University.

At the end of each academic period (semester), subject to continuing education in the next academic period (semester), the ND Student undertakes to conclude an additional agreement to this Agreement to extend the Agreement for the corresponding period.

 **1.3**. Place of provision of services: Nur-Sultan, Yesil district, Korgalzhyn highway 8.

# 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

* 1. **The University is obliged to:**

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| **2.1.1.** To accept the Student on the basis of the regulations of the Republic of Kazakhstan and the regulations of the University as the student of the “non-degree” program, provided that he/she or the Representative pays for the courses in the amount of the cost of the selected credits in accordance with Appendix No. 1, which is an integral part of this Agreement (Appendix No. 1).The number of credits a ND Student can register for is determined in the Academic Policy of the UniversityTo admit the ND student to the training courses of the program"non-degree" based on the decision of the Academic Quality Committee of the relevant Higher School and the Provost's order, subject to the conclusion of this Agreement and depositing the initial amount in accordance with the Register of the cost of educational services, approved for the corresponding year of admission, and the Rules for paying for educational services of the University.**2.1.2.** To post internal regulatory documents on the official electronic information resources of the University for review by the ND Student.The parties agreed that the ND Student's personal signature on familiarization with the internal regulations of the University is not required.**2.1.3**. To ensure the organization of training courses for 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 governing the educational process.**2.1.4.** In order to ensure the health of the ND student, organize the work of a medical center on the terms of mandatory medical care.**2.1.5.** In accordance with the registration made by the ND Student, determine the scope of the ND Student's workload and create a healthy, safe learning environment.**2.1.6.** To ensure free access to the use of the fund of educational, methodological, and scientific literature in the library and reading rooms of the University in the manner prescribed by the internal regulatory acts of the University. |  **2.1.7.** To provide the ND Student with the opportunity to use computers to complete tasks within the framework of the University's study programs in the manner and under the conditions provided for by separate provisions approved by the University management.**2.1.8.** In order to form a personal file of an ND student, to request and store documents. The list of documents required for admission to the “non-degree” program is determined by the regulations of the University.**2.1.9.** To organize and provide an opportunity for the ND Student to take part in scientific, cultural, sports and other events of the University on a voluntary basis.**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 regarding admission to the university, to enroll the student-applicant as the Student of the University and by decision of the Committee for Academic Quality to transfer academic credits.**2.1.11.** The procedure for transferring academic credits is determined by the Academic Quality Committee and regulated by the Academic Policy of the University. **2.1.12.** In case a ND student is expelled from the University at  his/her own request and/or this Agreement is terminated at the  initiative of the University, the ND Student and/or the Representative, the payment is not refundable, regardless of the participation of the ND Student in the training sessions. The rules for expulsion at the ND Student's own will are regulated by the Academic Policy of the University and other internal regulatory documents of the University.**2.1.13.** When making changes and additions to this Agreement, the register of the cost of services for the corresponding year, to post information on the official website of the University on the Internet, as well as in information systems and means of communication with the ND Student, not later than 15 (fifteen) calendar days prior to the effective date of such changes. |

# 2.2. The university is entitled:

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| **2.2.1.** To demand from the ND Student the conscientious and proper performance of duties in accordance with this Agreement, compliance with the internal local regulations of the University, academic discipline, correct and respectful attitude towards teachers, employees, students of the University, not to distribute in social networks and the media, incorrect "fake" information , as well as video / audio and other educational content, 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. Internal local regulations (documents) of the University are posted on its official information resource (University website, automated learning information system, corporate mail, etc.). The parties agreed that when making changes to internal local regulations posted on the official information resource (University website, automated information system, etc.) of the University, they do not require a written act of familiarization. Internal local regulations (documents) of the University, posted on its official information resource (University website, corporate mail, automated information system, etc.), come into force after 15 calendar days from the date of their publication/posting on the official website of the University.**2.2.2.** To apply disciplinary measures to the ND Student for violation of the academic discipline, the conditions of clause 2.2.1. of this Agreement, internal local regulations of the University, up to the termination of this Agreement and expulsion from the University students.**2.2.3** To require the ND Student to take care of the University property, to comply with the rules for working with computers and other equipment**2.2.4**. In case of causing material damage by the actions of ND Student to demand compensation for the costs incurred for its restoration in the manner prescribed by the current legislation of the Republic of Kazakhstan.**2.2.5**. When drawing up an individual curriculum, to recommend to the ND Student certain disciplines conducted in English.**2.2.6.** To expel the ND Student and terminate this Agreement unilaterally out of court, for committing a disciplinary offense, violation of the provisions of internal local regulations (documents), systematic or gross violation of academic discipline (missing a lesson without a good reason, attempt and / or illegal access to information resources of the University , providing false documents, including medical certificates), academic failure, the terms of this Agreement, including clause 2.2.1., of the Charter of the University, violation of the laws of the Republic of Kazakhstan, the norms of internal local regulations of the University, for financial debt to the University, regardless of its origins. | **2.2.7**. Not to allow further study of the discipline and / or to all types of academic assessment of the ND Student in case of exceeding the maximum number of absences from academic studies, determined by the Academic Policy of the University.**2.2.8.** In case of insufficient occupancy in the educational program (less than 30 people), to transfer the ND Student (with his consent) to another specialty, and in the absence of ND Student’s consent for transfer, terminate this Agreement unilaterally out of court and return to the Student the overpaid tuition fee without any deductions.**2.2.9.** Not to notify the ND Student or his/her Representative personally about the presence of financial, academic debt, as well as the need to appear for registration for the next academic period (information about academic progress, financial debt is posted on the electronic information resources of the University).Notify the Representative of a minor ND Student of academic progress or financial debt only upon the written request of the Representative.**2.2.10.** To carry out the reformation of academic groups. **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: surnames, first names, patronymics, dates and places of birth, addresses, marital status, education, nationality and any other information (“Personal Data”) relating directly or indirectly to the Student, his legal Representative, which becomes available within the framework of 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 protection of biometric and personal data. Written consent of the ND Student and his/her legal Representative for the collection, storage, processing and transfer to the state authorized bodies and the Ministry of Education and Science of the Republic of Kazakhstan, personal data for the purposes arising from this Agreement, as well as the provision of educational and other services by the University, is considered received at the time of joining the ND Student and his legal representative to this Agreement. |

* 1. **Rights and obligations of the Representative:**

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| **2.3.1**. The representative is obliged to ensure timely receipt of payment to the settlement account of the University in accordance with paragraphs. 2.1.1 and clause 3.2 of this Agreement and its Annexes (tuition fee schedule).When the student reaches the age of majority, the obligation to timely pay for educational services is transferred to the ND Student.**2.3.2**. The Representative has the right to reconcile the receipt of the amounts he/she has paid to the settlement account of the University to find out the presence of receivables of the ND Student, as well as monitor the progress and attendance at classes of the ND Student by sending a written request**2.3.3.** The Representative assists the University in ensuring that the ND Student fulfills his/her duties and adheres to the established rules, until the ND Student reaches the age of majority, monitors his/her attendance and academic performance by maintaining contact with the University and takes educational measures. The ND Student undertakes to inform the Representative independently and in a timely manner about availability of academic, financial debt. | The Representative, in turn, undertakes to regularlymonitor progress, attendance and financial debt of the ND Student.**2.3.4**. The Parties have agreed that when the ND Student reaches the age of majority, the rights and obligations of the Representative are passed to the ND Student. At the same time, the conclusion of an additional agreement (about the withdrawal of the Representative as a party to this Agreement) is not required.**2.3.5** Upon the occurrence of the condition provided for in clause 2.3.4. condition for reimbursement of debt for the ND Student by the Guarantor, provided for in clause 2.3.1. remains until the termination of obligations under this Agreement by the Parties.**2.3.6.** Alone or through a ND Student to monitor changes and additions to this Agreement or the register of the cost of services posted on the official website of the University on the Internet, as well as in information systems and means of communication with the ND Student. At the same time, the Representative is not entitled to refer to the lack of awareness regarding changes to the Agreement and / or the register of the cost of services. |

* 1. **The ND Student undertakes:**

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| **2.4.1.** To read, comply with and execute the internal local regulations of the University, orders of the University management, the Charter of the University, the terms of this Agreement, the Academic Policy, the Handbook on ensuring Academic Integrity and other documents posted on the official information resource.**2.4.2.** To treat the property of the University with care and use it rationally, ensure cleanliness and order in the educational institution, on its premises, dormitory, canteen and library.**2.4.3**. Participate in the social life of the University.**2.4.4.** To make timely payment for educational services on the basis of Appendix No. 1 to this Agreement, personally or through his/her Representative. **2.4.5.** To acquire knowledge, practical skills of an individual curriculum in full based on state compulsory education standards, attend all types of training sessions, take all types of academic assessment on time. |  **2.4.6**. When drawing up his/her individual curriculum, to follow strictly the regulations in the field of education, the rules of the Academic Policy of the University and follow the established procedure and deadlines for registration for academic disciplines. **2.4.7.** In case of missing classes for valid reasons, by himself/herself or through relatives or a Representative within 2 working days to inform the relevant directorate of the Higher School about the incident with the provision of documents confirming this circumstance within 3 working days after recovery or the termination of emergency events.In case of ND Student’s being on outpatient or inpatient treatment, to notify the University in writing about the treatment with the presentation of supporting documents no later than 3 days from the date of closing the sheet/certificate of temporary disability to verify their validity.In case the documents confirming the events specified in this paragraph are not submitted within 15 (Fifteen) working days after the termination of the event, the University has the right not to accept and not consider the documents submitted by the Student in the future. |

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| **2.4.8**. To complete all types of work provided for by the individual curriculum and get a positive final grade to receive credits in the discipline. If the ND Student receives an unsatisfactory final grade in a discipline, credits in this discipline are not awarded.The procedure for conducting ongoing monitoring of progress, intermediate final assessment is determined by the legislation of the Republic of Kazakhstan and internal local regulations of the University**2.4.9.** A ND student who received the final “unsatisfactory” grade for the discipline and / or was not allowed to study the discipline for missing classes in accordance with clause 2.2.7. of this Agreement, in the next academic period or in an additional semester, again on a paid basis attends all types of training sessions provided for by the individual curriculum, receives admissions and takes the final assessment. To do this, the ND Student again goes through the registration procedure for the discipline. **2.4.10**. To comply with military regulations. The ND Student is not a full-time University student and, in accordance with the Law on Military Service and the Status of Military Personnel, is not exempted / does not receive a deferment from conscription into the armed forces. **2.4.11**. To comply with the rules of temporary registration of foreign citizens on the territory of the Republic of Kazakhstan. At the same time, the ND Student undertakes to inform the University in writing:- 3 (three) working days’ prior to the expected date of departure outside the city or country;* on the day of arrival on the territory of the Republic of Kazakhstan, with the provision of a passport and documents confirming the arrival.

In case of not informing 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 clause 2.4.7. of this agreement. At the request of the University administration, to provide medical  workers of the University properly executed documents confirming  the undergoing of a medical examination and fluorography. | Failure to provide a medical examination or fluorography after the expiration of their term, or within the time limits established by the University administration, entails the ND Student's non-admission to training sessions and / or current, final academic assessment.Failure to provide the relevant Documents on the health condition, the University has the right to terminate this Agreement unilaterally with the recovery of the existing financial debt for the entire volume of loans registered by the ND Student for the corresponding period of study.**2.4.14.** Within 3 (three) working days from the moment of changing the last name, first name, patronymic name, marital status, place of residence, telephone, email address, notify the University in writing, providing the relevant documents. In case of failure to notify, the University is not responsible for the timely issuance of documents, sending correspondence or other actions that depend on the relevant data of the ND Student. **2.4.15.** The ND Student who is a user of the automated information systems of the University is obliged to maintain confidentiality and does not have the right to transfer his/her login and password to anyone, providing him/her with access to the system. The ND Student independently conducts registration, writes and submits applications in the electronic information systems of the University. The procedure for registration and submission of all forms and  types of applications in the electronic information systems of the  University is equivalent to the written form of application. **2.4.16.** In case of causing material damage, damage to the honor and business reputation of the University, bear full financial responsibility in the manner prescribed by the current legislation of the Republic of Kazakhstan.**2.4.17.** To familiarize with the additional tariffs reflected in the internal regulatory documents of the University. **2.4.18.** To be responsible for causing harm to the library fund (unauthorized removal of literature from the reading room of the library, damage to books / tearing out pages / untimely return of the book to the library, loss of the book, etc.) in accordance with the Register of the cost of services of JSC “M.Narikbayev KAZGUU University" for the corresponding year. |

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| **2.4.19.** To treat, teachers, employees and students of the educational organization respectfully and correctly, not to distribute incorrect “fake” information on social networks and the media, not to allow actions and statements that discredit the image and business reputation of the University, and not to distribute video / audio or other educational content.**2.4.20**. To bring timely and fully to the attention of the Representative information regarding academic performance, attendance, imposition of disciplinary sanctions on the ND Student and bringing him to financial responsibility**2.4.21.** To take care of his/her health and life, the health and life of others. The ND Student bears the responsibility provided by the legislation of the Republic of Kazakhstan for illegal actions directed against the life and health of a person, committed both by him personally and with his participation. | **2.4.22.** If there is a status “The ND 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 corresponding status.If supporting documents are not provided and / or incorrect documents are provided, the University is not responsible for non-receipt or late receipt of, benefits and other payments by the ND Student.**2.4.23**. Independently to monitor changes and additions to this Agreement or the register of the cost of services posted on the official website of the University on the Internet, as well as in information systems and means of communication with the University. At the same time, the ND Student is not entitled to refer to the lack of awareness regarding changes to the Agreement and/or the value register, as well as existing receivables. |

# 2.5. The ND Student is entitled:

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|  **2.5.1.** According to the rules of the Academic Policy of the University, to transfer from one language department to another, from one educational program (specialty) to another - on the basis of a personal application.**2.5.2.** To receive additional educational services for an additional fee.**2.5.3.** For free access and use of the fund of educational and methodical literature on the basis of the library and reading rooms of the University, subject 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 normative acts of the Republic of Kazakhstan and the internal documents of the University that regulate the procedure for enrolling a ND Student in the University Students. **2.5.5.** With the consent of his/her legal representative, to contribute funds to the University's charitable funds created by student self-government bodies on a voluntary basis.**2.5.6.** To create a fund within the framework of self-government bodies to collect funds in order to finance individual projects at the discretion of self-government bodies, including for participation in sports and other public events. | **2.5.7.** The ND Student has the right to be reinstated to study at the University, in the manner determined by the internal acts of the University, in the absence of financial debt to the University and payment for educational services in the manner and within the time limits established by the contract for the provision of educational services in force at the time of its reinstatement.**2.5.8.** Upon written request, to receive advice on academic issues and / or verify the receipt of the amounts paid by him/her to the University's settlement account. **2.5.9**. Not later than 5 (five) working days before the start of the academic period, to submit to the Academic Quality Committee of the relevant Higher School an application about the inability of registration for the next academic period, indicating good reason.**2.5.10.** In case the ND Student has paid for educational services, for the academic period in which, at his/her personal request and with the consent of the Academic Quality Committee of the relevant Higher School, there will be no registration, the payment is not refundable and is credited to the tuition at the next academicperiod. |

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

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| **3.1.** The procedure for payment for tuition 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 terms of payment for tuition. The individual schedule of payment for tuition is approved in the Rules for payment for educational services of the University.In case the ND Student who pays for the training according to the schedule is expelled, the latter shall pay the payments provided for by the schedule, regardless of his/her actual participation in the training sessions.**3.3**. Payment shall be made by transferring payments to the settlement account of the University.**3.4**. In case of the ND Student expulsion from the University and termination of the Agreement with him/her, with his/her subsequent reinstatement as the ND Student, payment for tuition shall be made in the manner, amount and on the terms established by the normative documents of the University at the time of the ND Student reinstatement.**3.5.** The debt of the ND Student is recognized as the unreimbursed expenses of the University for organizing the educational process of the corresponding academic period, regardless of the date of submission of the application for expulsion and / or termination of this Agreement and the participation of the ND Student in training sessions, subject to clause 2.1.12 of this Agreement.**3.6.** In case 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 a refund is considered by the executive body - the Board. At the same time, funds for the current academic period, until the date of submission of an application for the impossibility of studying due to illness with supporting documents, are not returned.**3.7.** In case funds are received for academic credits registered at the request of the ND Student and there is no application from the ND Student |  to revoke registration for the relevant disciplines in the relevant academic period, up to 2 working days before the end of the registration period, the registration is completed, the funds are used to ensure educational process, and the payment is non-refundable regardless of the further attendance of classes by the ND Student.**3.8**. In case of refusal to voluntarily repay the debt, the amount of the debt is collected by the University in court. All costs and legal expenses incurred by the University due to the fault of the ND Student or his/her Representative, including in the event of unreasonable claims being made to the University, will be attributed to the ND Student or his legal Representative.**3.9.** In case of unauthorized termination of studies, payment for the services of the University as part of the registration for academic loans is accrued until the termination of this Agreement, regardless of the actual participation of the ND Student in the classroom.The University does not take responsibility for untimely notification of the University about the termination of studies and / or unilateral termination of this Agreement by the ND Student or his/her Representative with the provision of supporting documents about the impossibility of further education.**3.10**. When transferring a ND Student from one educational program to another during the vacation period, payment for studying the discipline 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 not more than once a year to change the cost of 1 (one) academic credit. At the same time, signing an additional agreement and / or re-signing the Application for Accession is not required.**3.12.** Information about changes or additions to the register of the cost of the University services is posted on the official website of the University on the Internet, as well as in information systems and means of communication with the ND Student. |

# 4. LIABILITY OF THE PARTIES

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| **4.1.** In the event of a financial debt for educational services, the University blocks automated information systems, and the ND Student is not allowed to take all types of academic assessment (current and final) and the Agreement is subject to termination. The resulting tuition debt is collected in accordance with the procedure established by the legislation of the Republic of Kazakhstan.In case of financial debt both for 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. Payment off the financial debt by the ND Student or his/her Representative entitles him/her to be reinstated as the ND Students in accordance with the procedure established by the internal regulations of the University.**4.2.** The transcript and other documents from the personal file of the ND Student are issued after the ND Student passes the "Bypass List" and pays off the financial debt (both for tuition fees and other University services).**4.3.** In case of financial debt (both for tuition fees and other University services) by the time the training program is completed, the transcript and certificates of completion of the programs are not issued until the financial and other debts are repaid. | **4.4**. In case of violation of the terms of payment for educational services provided for by this Agreement and its Annexes, the ND Student (Representative) pays the University a penalty in the amount of 5 monthly calculation indices for each fact of delay.  **4.5.** For non-performance or improper performance by the Parties of their obligations, in cases not provided for by this Agreement, the Parties shall be liable in accordance with the current legislation of the Republic of Kazakhstan.**4.6**. The University is not responsible for the consequences of providing incorrect and untrue information by the ND Student about the place of residence, phone number, marital status and other information.**4.7.** The ND Student bears full responsibility for the consequences of providing incorrect and untrue information about their place of residence, phone number, marital status, etc.**4.8.** The student fully compensates for the damage caused and is subject to expulsion from the ND University Students in case of violation of the conditions / actions specified in clauses 2.2.1. 2.2.6, 2.4.11, 2.4.15, 2.4.16 and 2.4.19 of this Agreement. At the same time, the University has the right to recover the damage caused, including to the image and business reputation, injudicial order. |

**5. DISPUTES RESOLUTION**

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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 on a preliminary basis in order to develop mutually acceptable solutions. | **5.2.** Issues not resolved by the parties through negotiations, 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 TERMS AND CONDITIONS

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| **6.1.** In case of termination of the University's activities on the basis of the process of liquidation or termination of educational activities, in connection with the revocation of the license, the parties make mutual settlements for the actually rendered services.**6.2.** By joining this Agreement, the ND Student and his legal Representative grant the right to make video / audio recordings in the University building, record the storage of electronic messages, | without additional notice, as well as recording telephone conversations after notification of the recording at the beginning of a conversation with the ND Student or his Representative and University staff in order to ensure quality of service and security. The ND 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 in the course of litigation of disputes and disagreements between the Parties. |

**7. TERM, PROCEDURE FOR CHANGING THE CONDITIONS OF THE AGREEMENT AND ITS TERMINATION**

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| **7.1**. This Agreement comes into force from the date of signing by the ND Student and/or his legal Representative of the “Accession Application” and is valid for the entire period of study in accordance with the University curriculum, as well as until the full fulfillment of the obligations assumed by the Parties.**7.2.** In case of the ND Student’s expulsion with its subsequent reinstatement into the University as ND Student, a new agreement is drawn up, and the conditions established at the time of the conclusion of the new agreement come into effect.**7.3.** The terms of this Agreement can be changed and supplemented by the University by posting information about the change or amendment on the official website of the University on the Internet, as well as in information systems and means of communication with the ND Student.Changing the individual terms of this Agreement as the termination of one or more of its clauses does not terminate this Agreement as a whole.. | **7.4.** The ND Student (Representative) may refuse to fulfill the Agreement by sending a corresponding application to the University, subject to full payment to the University of the expenses actually incurred by him, taking into account clause 2.1.12. of this Agreement.**7.5.** The moment of termination of the contractual relationship between the Parties is the expiration of the period specified in the Application for accession, the validity of the relationship, the full fulfillment by the Parties of their obligations.**7.6.** The basis for termination of this Agreement is also the issuance of the relevant Order of the University on the expulsion of the ND Student and the conclusion of the Termination Agreement is not required.**7.7.** This Agreement is posted on the official website of the University on the Internet. |

 Appendix # 1

to the Agreement for provision of training courses for the “non-degree” program (without awarding an academic degree)

TUITION PAYMENT SCHEDULE

1. Tuition fee is determined based on the cost of 1 (one) credit and the number of credits acquired by the ND Student for the corresponding academic period.
2. The cost of 1 credit for the educational program for the corresponding academic year is determined in the Register of the cost of services of the University and indicated in the "Application for Accession".
3. For acquiring of the "non-degree" program, an advance payment is provided.
4. The ND Student or his/her legal Representative pays for the services of the University only for the corresponding academic period, within the cost of the number of credits selected by the ND Student, admitted to study based on the decision of the Academic Quality Committee of the relevant Higher School and the Provost's order.
5. Payment for 2 (two) or more academic periods is not allowed.

In case of non-compliance with this paragraph, the overpaid amounts are subject to return on the basis of the ND Student's application after signing the "bypass sheet" in the manner determined by the Rules for payment for the University's services.

1. For re-study of the discipline, upon receipt of an unsatisfactory final grade in the discipline, advance payment is provided in accordance with the Register of the cost of services of the University, approved for the period of re-study.
2. The ND Student and/or his/her Representative confirm that they are acquainted with this Appendix, with the Rules for paying for educational services of the University when signing the Application for accession to this Agreement, and that their personal signature on the acquaintance is not required.

Appendix # 2

to the Agreement for provision of training courses for the “non-degree” program (without awarding an academic degree)

# CODE OF CONDUCT

1. When staying on the premises of the University, the ND Student undertakes to be guided by the Code of Conduct of the M.Narikbayev KAZGUU University and other internal regulatory documents of the University, including requirements for dress code.
2. It is prohibited on the territory and in the buildings of the University:
* to smoke tobacco products (including electronic cigarettes, hookahs, etc.), to use "nasvay", to drink alcoholic beverages, including low-alcohol ones;
* to use the chewing gums;
* to keep, use and distribute the toxic and narcotic intoxicants, as well as their precursors (the list of which is determined by the legislation of the Republic of Kazakhstan), as well as explosive, strong-smelling substances and pyrotechnics;
* to gamble, to appear in a state of alcoholic and narcotic intoxication;
* to appear with animals;
* to violate peace and quiet at night - the period from 10 p.m. till 07:00 a.m.
1. The ND 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.