



M. N A R I К В A Y E V

**KAZGUU**

UNIVERSITY

AGREEMENT

**for the provision of paid educational services for persons who did not score a threshold on the Unified National and/or Complex Testing**

**(full-time educational program)**



**Agreement for the provision of paid educational services for persons who did not score a threshold on the Unified National or Complex Testing (full-time educational program)**

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| By this agreement JSC M. Narikbayev KAZGUU University (certificate about the state re-registration of the legal entity from 04.05.2018), hereinafter referred to as «University», operating under license KZ64LAA00011853 from 23/05/2018 issued by the SI “Control Committee in the field of education and science of the Ministry of Education and Science of the Republic of Kazakhstan”, determines the conditions for students who have joined the terms and conditions of the following Agreement on the reimbursable provision of educational services.  Joining the agreement by a Student or his lawful Representative shall be based on the signed “Application of accession”, as an integral part of this Agreement.  The Student and his legal Representative have acceded to this Agreement and the university, accept all established hereby conditions and obligations in general, only after authorized employees of the university have accepted the Application.  The parties agreed that the date of conclusion of the Agreement will be the date of signature of the “Application of accession”. The application is signed in 2 (two) identical copies, one for each Party.  The submission of the "Application of accession" by the students does not mean that students are automatically enrolled in the university. The enrollment is carried out on the basis of the conditions of this Agreement. | This Agreement is a typical approved form and is not subject to change by the Student and his legal 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 Student about unilateral change, or his legal representative if the Student did not reach adulthood, by posting information on the official website of the university and in information systems and means of communication no later than 15 (fifteen) calendar days before the date of entry into force of such changes.  The parties agreed that the form of this Agreement and the procedure for acceding it are equal to concluding written contracts. |

# SUBJECT OF THE AGREEMENT

* 1. In accordance with the terms of this Agreement, the University undertakes to:

1. to provide educational services to the Student on a paid basis:

- in full-time education, in a separate group of educational programs of higher education, the program specified by the Student in the “Application of accession”, is subject to timely registration and mastering the number of credits established by internal regulatory documents of the university. Regulatory, also, the maximum term 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;

1. providing the Student with the opportunity to receive additional paid educational services;
2. on training in accordance with the state compulsory standard of education, subject to retake of the Unified National Testing (hereinafter referred to as the UNT) within the time frame 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 the enrollment of the Student in accordance with clause **2.1.1.** of this Agreement, award of "Bachelor" degree, issue of a diploma of its own sample with an appendix to the Student who passed the final certification and confirmed mastering the relevant educational program of higher education.

# RIGHTS AND OBLIGATIONS OF THE PARTIES

* 1. **The University undertakes to:**

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| * + 1. 2.1.1. Accept and enroll the Student on the basis of regulatory acts of the Republic of Kazakhstan and regulatory documents of the university subject to payment by him or the Representative for training in the amount of the cost of selected credits according to Appendix No. 1, which is an integral part of this Agreement. The university enrolls candidates (conditional admission) who did not pass the unified national testing only for the first academic year. The number of credits available for a Student’s application is enshrined in the university’s Academic Policy.   To enroll in the University by the Provost’s order based on the “Application of accession” and this Agreement, provided that the initial amount is paid within a given time frame in accordance with JSC “M. Narikbayev KAZGUU University” register of the cost of services approved for the relevant year of admission and the rules for payment of educational services of the University  When providing supporting documents on retaking of the UNT and compliance with all regulatory acts of the Republic of Kazakhstan or internal acts of the university, the order and the terms of payment of this Agreement are not subject to renegotiation. The main terms of this Agreement, concerning the rights and obligations of the Student, the representative and the University remain in force.   * + 1. Place internal regulatory documents on official electronic information resources of the university to familiarize the Student.   The parties have come to an agreement that personal signatures of the Student on familiarization with internal university regulations are not required.   * + 1. Ensure bachelor's training in accordance with 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. Organize the work of the medical center on the terms of compulsory medical care in order to ensure the Student’s health protection.     3. Determine the amount of the Student’s course load and create healthy, safe learning conditions in accordance with the registration made by students. | * + 1. Ensure free access to the fund of educational, methodological, and scientific literature libraries and reading rooms of the University in order, provided by internal regulations of the University.     2. Provide the Student with an opportunity to use computer equipment to perform University curriculum assignments in such terms and conditions of the individual provisions approved by the University management.     3. Organize the completion of the Student’s professional practice, all types of research work and practical training, including scientific or professional internships in accordance with individual curriculum.     4. Organize and enable Students’ voluntary participation in scientific, cultural, sports, and other events of the University.     5. Based on a Student’s personal application, to ensure a Student’s transfer to another education organization, from one form of training to another, from one language department to another, from one educational program (specialty) to another, in accordance with the regulatory acts of the Republic of Kazakhstan in the field of higher or postgraduate education, rules of the University Academic policy..     6. Provide the Student with the opportunity to take additional redits on such terms and conditions, provided by the Academic Policy of the University and other internal regulatory documents.     7. If the Student is expelled from the University on his own will and/or termination of this Agreement, initiated by the University, the Student, and/or Representative, payment is not refunded, regardless of the Student’s participation in the learning sessions. Expulsion rules by the Student’s will are regulated by the Academic Policy of the University and other internal regulatory documents.     8. Post information about changes and additions to this Agreement, register of the cost of services for the corresponding year on the official website of the University, as well as in information systems and means of communication with the Student no later than fifteen (15) calendar days prior to the date of the entry of such changes into force. |

# The university has the right to:

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| * + 1. Require the Student to be conscientious and properly perform the duties in accordance with this Agreement, comply with internal local regulations of the University, academic discipline, be respectful towards teachers, employees, University Students, do not distribute incorrect "fake" information on social media, as well as video/audio and other educational content, do not allow actions and statements defaming image and business reputation of the University, to comply with the rules specified in Appendix 2 of this Agreement.   Internal local regulations (documents) of the University are posted on its official information resource (University website, automated training information system, corporate mail, etc.). The parties came to an agreement that when making changes to internal local regulations placed on official information resource (University website, automated training information system, corporate mail, etc.), Parties do not require compilation of a written certificate of familiarization.  Internal local regulations (documents) of the University posted on its official information resource (University website, corporate mail, automated information system, etc.), enter into legal force after 15 calendar days from the date of their publication on the official website of the University.   * + 1. Apply disciplinary measures to the Student for violation of educational discipline, conditions of clause 2.2.1. of this Agreement, internal local regulations of the University, up to expulsion from the University.     2. Require the Student to take care of the property of the University, and comply with the rules for working with computers and other technology.   In case of material damage by actions of the Student, to claim reimbursement of costs incurred for its restoration in accordance with the procedure provided for current legislation of the Republic of Kazakhstan.   * + 1. Leave students for a second training period if they have not fulfilled the requirements of the academic policy, have not scored a set number of academic credits or minimum transfer score (GPA), taking into account the results of the summer semester and/or failed annual individual curriculum, taking into account clause 2.4.8. of this Agreement. | At the same time, the Student can study according to the previously adopted individual curriculum or form a new individual curriculum.  Exclude the Student who has not registered with the set deadlines for a repeated training course.   * + 1. Encourage and reward Student for success in educational, scientific and creative activities.     2. Organize the possibility of taking additional credits within the terms and on the terms stipulated by internal local regulatory documents of the University.     3. Dismiss the Student and terminate this Agreement unilaterally, in case of a disciplinary offense, violations of the provisions of internal local regulations (documents), a systematic or gross violation of academic discipline (skipping the lesson without good reason, attempt and/or improper access to information resources of the University, provision of unreliable documents, including medical references), academic failure, conditions of this Agreement, including clause 2.2.1., of the University Charter, violation of the legislation of the Republic Kazakhstan, norms of internal local regulations of the University, for financial debt to the university regardless of the grounds for its occurrence.     4. Prevent further study of the discipline and/or all types of Student's assessment in case of exceeding a maximum number of academic absences, defined by the University's Academic Policy.     5. In case of insufficient number of students (less than 30 people) completing the educational program, transfer the Student (with his consent) to another specialty, and in if the Student does not consent to the transfer, terminate this Agreement unilaterally and return the amount of tuition paid without any deductions.   In case of a dismissal of the Student who received financial support in the form of individual cost of one credit, as at will/initiative of the Student or Representative, and under the terms and conditions provided for this Agreement and other internal regulatory documents of the University, the Student and/or his Representative undertakes to reimburse the University for the difference between the cost of one credit fixed in the Register cost of services and financial support received for one credit, taking into account the number of credits taken by the Student during the registration. |

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| * + 1. Not to notify the Student or the Representative personally on the Student’s financial, and academic indebtedness, as well as the need for a turnout for registration for the next academic period, (information on academic performance, financial debt is placed on electronic information resources of the University).     2. Terminate this Agreement unilaterally in the case of: * not passing UNT (not scoring a required number of points) within the timeframe established by the legislation of the Republic of Kazakhstan in the field of higher education; * not providing the University with confirmatory documents on passing UNT; * not paying tuition fees in the number of selected credits according to the Payment Schedule for training.   In this case, tuition fees (first academic year) are not returned.  **2.2.12.** Restructure academic groups. | **2.2.13.** In accordance with the legislation of the Republic of Kazakhstan in the field of protection of personal data, the Parties have come to an agreement that the University is entitled to collect, process, store, use, transfer (distribution, provision, access) and destroy ("Processing") biometric data as well as any information, including last names, first names, patronymics, dates, and place of birth, address, marital status, education, nationality, and any other information ("Personal Data") relating directly or indirectly to the Student, the Representative, which becomes available within the scope of this Agreement and/or provision by the University of educational and other services.  The University undertakes to enforce the requirements of the legislation of the Republic of Kazakhstan in the field of protection biometric and personal data. Written consent of the Student and the Legal Representative to 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 purposes arising from this Agreement, as well as the provision of educational and other services by the University, shall be deemed to have been received at the time of the accession of the Student and the legal Representative to this Agreement. |

* 1. **Duties and rights of the Representative:**

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| * + 1. The Representative is obliged to ensure timely receipt of payment to the settlement account of the University according to clauses 2.1.1 and 3.2 hereof and Appendices to it (tuition fee schedule).   When the Student reaches the age of majority, timely payment obligations for educational services, transfer to the Student.   * + 1. The Representative has the right to reconcile receipt of the amounts made by him to the current account of the University to clarify the presence of receivables indebtedness of the Student, as well as carry out monitoring the Student’s academic performance and attendance by sending a written request.     2. The Representative assists the University in ensuring that the Students perform their duties and comply with the established rules, up to Students’ achievement of the age of majority, monitor Students’ attendance and academic performance by maintaining contact with the University, and takes educational measures. The Student undertakes to independently and in a timely manner inform the Representative about the availability of academic, and financial debt. | The representative, in turn, undertakes to regularly monitor the academic performance, attendance, and financial debt of the Student.   * + 1. The parties have come to an agreement that the rights and responsibilities of the Student will be transferred from Representative to Student when the Student reaches the age of majority. In doing so, the conclusion of a supplementary agreement (on departure of the Representative as a party to this Agreement) is not required.     2. Upon the occurrence of the condition provided for in clause 2.3.4. condition for reimbursement of the Student’s debt to the Guarantor provided for in clause 2.3.1. remain until the termination of obligations of the Parties.     3. To monitor independently or through the Student 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 tools of communication with the Student. However, the Representative does not have the right to claim to be unaware of the amendments to the Agreement and/or the register of the cost. |

# The Student undertakes to:

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| * + 1. Familiarize, observe and perform internal local regulations of the University, orders and instructions of the University management, Charter of the University, the terms of this Agreement, Academic Policy, Handbook for Ensuring Academic Integrity, and other documents placed on the official information resource.     2. Treat the property of the University carefully and use it rationally, ensure cleanliness and order in the educational institution, dormitory, dining room, and library, and participate in creating normal learning and living conditions.     3. Participate in the public life of the University.     4. Timely pay for educational services based on Appendix 1 hereto the Agreement, personally or through the Representative.     5. Master knowledge, and practical skills in a full scope of the individual curriculum, based on state compulsory standards of education, attend all types of educational classes and submit all types of assignments in the established timeframe.     6. When compiling their own individual learning plan strictly follow regulations in the field of education, rules of Academic policy of the University, and comply with the established procedure and deadlines of registration for academic disciplines.     7. When compiling their own individual learning plan strictly follow regulations in the field of education, rules of Academic policy of the University, and comply with the established procedure and deadlines of registration for academic disciplines.   If the Student is on an outpatient or inpatient treatment notify the University in writing about this with the presentation of supporting documents no later than 3 days from the date of closing sheet/certificate of temporary disability for verifying their validity.  In case of failure to submit documents confirming the events  specified in this paragraph within 15 (Fifteen) business days, the University thereafter has the right not to accept or consider Documents submitted by the Student. | * + 1. Perform all types of works stipulated by individual curriculum, and receive positive final score for awarding credits of the discipline. Upon receipt of an unsatisfactory final grade by discipline, no credits are awarded to the Student under this discipline.   Procedure for performance monitoring, and interim final attestation is determined by the legislation of the Republic of Kazakhstan and internal local regulations of the University.   * + 1. Student who received "unsatisfactory" mark in the final assessment of the discipline and/or was not admitted to studying the discipline for missing classes according to paragraph 2.2.8. of this Agreement, in the following academic period or in an additional semester again on a paid basis, attends all types of training sessions on the basis, provided by an individual curriculum, receives admission and passes the final assessment. To do this the Student goes through the registration procedure repeatedly. The Student who did not obtain the set number of credits and/or minimum transfer score, who did not complete his annual individual training plan, remains in accordance with the order for a repeated training course.     2. Follow the rules of military registration.     3. Follow the rules of temporary registration of citizens on the territory of the Republic of Kazakhstan. At the same time the Student undertakes to inform the University in writing: * three (3) business days before the expected departure date from city or country; * on the day of arrival on the territory of the Republic of Kazakhstan, provide passport and documents confirming arrival.   In case of failure to inform the University, the student reimburses the University for all penalties, and possible losses of the University.   * + 1. At the request of the administration to provide written explanations on compliance issues of the Agreement, internal regulations, internal regulations, and local regulations of the University.     2. Annually, provide properly executed documents, confirming the medical examination and fluorography to medical professionals of the University. Not providing a medical examination or fluorography upon expiry of their term, or within the time limits established by the administration of the |

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| University, shall not permit the Student to the training sessions and/or formative, final assessment.  Provide medical documents in case of illness on the state of health, in accordance with paragraph 2.4.7. of this Agreement.   * + 1. Within three (3) business days from the date of changes in surname, first name, patronymic, marital status, place of residence, phone number, email address to notify the University in writing by providing relevant documents. In case of non- notification, the University does not bear responsibility for timely issuance of documents, sending correspondence, or other actions that depend on the relevant data of the Student.     2. Student who is a user of the University automated information systems is bound by confidentiality and does not have the right to transfer the login and password to anyone, providing it with access. The Student independently conducts registrations, and writes and submits applications in the electronic information systems of the University.   Procedures for registration and submission of all forms and types of application in electronic information systems of the University are equated to written form of application submission.   * + 1. In case of material, honor and business reputation damage of the University, bear full material liability in order, provided for by the current legislation of the Republic of Kazakhstan.     2. Pass all types of practices in a timely manner, present reports on them, and carry out all types of research work, go through practical training, scientific and professional internships, in accordance with the individual curriculum.     3. Be liable for harming library fund (unauthorized removal of literature from library reading room, spoiling of books/tearing out | pages/untimely return of a 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.   * + 1. Be respectful and polite towards teachers, employees, and students, not distribute incorrect "fake" information on social media and not allow actions and statements that discredit the image and business reputation of the University, and also not distribute video/audio or other educational content.     2. Timely and fully communicate to the Representative information regarding academic performance, attendance, assignment of disciplinary sanctions, and pecuniary actions towards the Student.     3. Take care of their own health and life, the health and life of others. The Student carries responsibility stipulated by the legislation of the Republic of Kazakhstan for illegal actions directed against human’s life and health, committed both by him personally and with his participation.     4. If the Student has 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.), Student provides the University with all necessary documents confirming the relevant status.   If no supporting documents and/or provision of incorrect documents, University is not liable for non- receipt or untimely receipt of benefits and other payments by Students   * + 1. Monitor the amendments and additions to this Agreement or register of the cost of services placed on the University's official website on the Internet, as well as in information systems and means of communication with the University. The Student shall not be entitled to refer to ignorance about changes in the Agreement and/or value register, as well as available receivables. |

* 1. **The Student has the right to:**

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| **2.5.1.** According to the rules of the Academic Policy of the University, for transfer to another educational organization, from one form of education to another, from one language department to another, from one educational program (specialty) to another - on the basis of a personal application. | * + 1. Receive additional educational services for an additional fee.     2. For free access and use of the educational fund, educational and methodological literature based on the library and the reading rooms of the University, subject to the |

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| return guaranteed deposit, in the amount established by the Register of Educational Costs services of the University for the corresponding year.   * + 1. Master credits in accordance with the rules, established to by the MES RK and the University in other educational organizations, including programs of academic mobility.     2. Participate in self-governing bodies of the University.     3. Create a fund within the framework of self-governing bodies to raise funds for financing individual projects at the discretion of the authorities of self-governing organizations, including participation in sports and other social events.     4. Contribute money to the fund created by self-governing bodies, on a voluntary basis. | * + 1. Receive advice by written request regarding academic issues and/or reconciliation receipt of the amounts made by the Student to the University’s current account.     2. Not later than five (5) business days before the start of the academic period to submit an application of inability to register for the next academic period with a valid reason to the Academic Quality Committee of a relevant Higher School.     3. If the Student has paid educational services, for the academic period where there is no registration upon his personal application and with the consent of the Academic Quality Committee of the corresponding Higher School, payment will not be returned but credited to the following academic period. |

# AMOUNT AND THE PROCEDURE OF PAYMENT FOR EDUCATIONAL SERVICES

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| * 1. The procedure for payment for educational services is established in Appendix No. 1, which is an integral part of the Agreement, as well as the Register of Educational Costs services approved for the relevant year.   2. In exceptional cases, the University may consider individual benefits related to the procedure and terms of payment for educational services. The individual study fee schedule is approved in the Payment Rules of educational services of the University.   Upon the Student’s dismissal, paying for educational services according to the schedule, the Student is obliged to pay the fees stipulated by the schedule, regardless of his actual participation in the training classes.  In case of a refund to the applicant (if he refuses to study prior to admission to the University), the University withholds the amount approved by the Register of the cost of educational services and Payment Rules of educational services of the University, for banking, postage and other expenses.  Students transferring from other educational organizations are allowed to take classes by the corresponding order after signing the “Application of accession” to this Agreement and payment for training.   * 1. Payment is made by transfer of payments to the settlement account of the University. | * 1. If the Student is expelled from the University and if the Agreement is terminated with him, upon his subsequent reinstatement as a Student, tuition fees are made in order, size, and under the terms, established by the regulatory documents of the University at the time of the Student’s reinstatement.   2. If the student is provided academic leave, the amount and system of payment for learning remain unchanged.   3. When the Student is expelled from the University for an illness that makes it impossible to continue learning, confirmed by the conclusion of a medical expert commission (including disability), the question of the payment reimbursement is considered by the executive body - the Board. At the same time, payment for the current academic period will not be returned until the date of providing application about the impossibility of studying due to illness.   4. The student has the right to be reinstated in the manner prescribed by law, in the absence of financial debt to the University and payment for educational services in the manner and on time, established by the contract for the provision of compensation for educational services and internal local regulations of the University in force at the moment of his reinstatement. |

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| * 1. Unreimbursed expenses of the University for the organization of the educational process for the corresponding academic period are considered Student’s debt, regardless of the date of application for withdrawal and/or termination of this Agreement and the participation of the Student in educational classes, taking into account clause 2.1.12 of this Agreement.   In case of refusal to voluntarily repay debts, the amount of the debt will be collected by the University in a judicial order. All costs and legal fees incurred by the University through the fault of the Student or his Representative, including the presentation of unsubstantiated claims to the University, will be relegated to the Student or his legal Representative.   * 1. In case of voluntary termination of training and failure to notify the University, payment for educational services is accrued until the termination of this Agreement, regardless of the participation of the Student in classes.   The University is not responsible for the Student’s late notification of the University about termination of education and/or unilateral termination of this Agreement. | * 1. When transferring the Student from one educational program to another during the vacation period, payment for the study of discipline is made as per the cost of credits for the educational program where the Student is being transferred.   2. When teaching a Student in the form of an external student, tuition fees are set according to the normative documents of the University, in that regard, an additional agreement will be concluded with the Student.   3. The parties came to an agreement and give their unconditional, irrevocable consent that the University has the right to change the cost of 1 (One) academic credit not more than once a year taking into account the inflation. At the same time, the signing of an additional agreement and / or re-signing of the Application for accession is not required. Information about changes or additions to the register of the cost of the University services is placed on the official website of the University on the Internet, as well as in information systems and means of communication with students. |

1. **RESPONSIBILITIES OF THE PARTIES**

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| * 1. In case of financial debt for educational services, the University blocks automated information systems, and the Student is not allowed to pass any type of assessment (formative and final) and is subject to expulsion from the University. The resulting tuition debt is collected in accordance with the law of The Republic of Kazakhstan.   If there is a financial debt for educational services and other services of the University, as stipulated by internal regulations and documents, the University does not allow the Student to register for the corresponding academic period. Submission of funds by the Student or their Representative to pay off the financial debt entitles him to a reinstatement at the University in the order established by the legislation of the Republic of Kazakhstan.   * 1. Transcript and other documents from the Student’s personal file are issued after passing the "Bypass sheet" by the Student and repayment of financial debt (both tuition fees and additional services of the University).   2. If the Student has financial indebtedness (as per tuition fees and additional services University) by the time of graduation from the University, diploma on graduation from the University is not issued until the repayment of financial and other debts. | * 1. In case of violation of the terms of payment for educational services provided for by this Agreement and Appendices to it, the Student (Representative) pays the University a penalty in the amount of 5 MCI for every delay.   2. For non-performance or improper performance of the Parties of their obligations, in cases not provided for in this Agreement, the Parties bear liability in accordance with the legislation of the Republic of Kazakhstan.   3. The university is not responsible for the consequences of the provision of incorrect and inappropriate information about the Student’s place of residence, telephone, marital status, and other information.   4. The Student is solely responsible for the consequences of providing incorrect and irrelevant information about the Student’s place of residence, phone number, marital status, etc.   5. The Student pays in full for the damage caused and is subject to expulsion from the University student body if he violates conditions/committing 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. At the same time, the University has the right to enforce the payment of damages, including the damage caused to the image and business reputation in a judicial order. |

# DISPUTES RESOLUTION

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| **5.1.** Disagreements and disputes arising in the process implementation of this Agreement are considered directly by the Parties in advance in order to develop mutually acceptable solutions. | **5.2.** Issues not resolved by the parties through negotiations, development of mutually acceptable solutions, are settled in accordance with the applicable legislation of the Republic of Kazakhstan, at the place of execution of the Agreement. |

1. **SPECIAL CONDITIONS**

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| * 1. In the event of termination of the University's activities on the basis of the process of liquidation or termination of educational activities, in connection with the revoke of the license, the University must take steps on completion of the academic year for students in other educational organizations.   2. Upon receipt by the Student of an individual cost reduction in the form of financial support from the University: * cost reduction provided to the Student for training as financial support, is property of the University and is not paid to the Student in the form of financial incentives; * when a Student is expelled from the University, the difference in the tuition fee provided to the Student, is annulled and refunded in the manner provided for in clause 2.2.9 of this Agreement. | **6.3.** By joining this Agreement, the Student and his legal representative grant the right to video/audio recording in the building of the University, record storage of electronic messages, without further notice, as well as the record of telephone conversations after notification of making a recording at the beginning of a conversation with the Student or his Representative and staff of the University to ensure the quality of service and security. Student and/or their Representative express their agreement that such video/audio recordings and/or telephone recordings calls/electronic conversations (including via messengers) can be used as evidence in litigation and disagreements between the Parties. |

# TERM OF THE AGREEMENT, PROCEDURES FOR CHANGING THE AGREEMENT CONDITIONS, TERMINATION OF AGREEMENT

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| * 1. This Agreement shall enter into force on the day of signing “Application of accession” by the Student and/or his legal Representative and valid for the entire period of study in accordance with the curriculum of the University, as well as to the full fulfillment by the Parties of the obligations assumed.   2. In case of expulsion of the Student with his subsequent reinstatement as a student of the University, a new contract will be concluded, and conditions set at the time of conclusion of a new agreement will enter into action.   3. The terms of this Agreement are subject to change and supplemented by the University, by placing information about changes or additions to the official website of the University on the Internet, and also in information systems and means of communication with the Student.   Change of certain conditions of this Agreement as termination of one or more of its clauses does not terminate this Agreement as a whole.  . | * 1. The Student (Representative) may refuse the execution of the Agreement by sending the appropriate application to the University, subject to full payment the expenses incurred by the University, taking into account clause 2.1.12**.** of this Agreement.   2. The moment of termination of the contractual relationship between the Parties is the full execution by the Parties of obligations assumed.   3. Grounds for termination of this Agreement is the publication of the relevant order by the University on the student's expulsion and conclusion of termination agreement is not required.   4. This Agreement is posted on the official website of the University on the Internet. |

Appendix № 1

to Agreement for the provision of paid educational services for persons who did not score a threshold on Unified National and/or Complex Testing

(full-time educational program)

# TUITION PAYMENT SCHEDULE

1. Tuition fees are determined based on the cost of 1 (One) credit and the number of credits 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 is indicated in the "Application of accession".
3. If the Student exceeds the normative and / or recommended period of study established for educational programs of bachelor's or master's degree, the register of the cost of services of JSC “M. Narikbayev KAZGUU University” for the corresponding year of admission loses its legal force.

The student pays the cost of one credit in accordance with the Register of the cost of services of the University, approved for the corresponding year in which training is carried out (i.e. for each subsequent year, in which the student was supposed to graduate).

1. For training, re-studying on the course, re-studying of the discipline, when passing the academic difference, and when recognizing previously studied disciplines, advance payment is provided.
2. The student pays for educational services only for the corresponding academic period, within the number of credits established by the academic policy of the University.
3. 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, in case of termination of the Agreement of paid educational services, both at the initiative of the Student and at the initiative of the University, funds of the Student are not returned, regardless of his participation in the class. The payment procedure is determined by the Rules of payment for educational services of the University.

1. The Student and / or his Representative confirm that they are familiar with this Appendix, with the Rules of payment for educational services of the University upon signing the Application of accession to this Agreement, and also that their personal signature on familiarization is not required.

Appendix № 2

to Agreement for the provision of paid educational services for persons who did not score a threshold on Unified National and/or Complex Testing

(full-time educational program)

# RULES OF CONDUCT

1. When staying on the territory of the University, the Student undertakes to be guided by the Code of Conduct at M. Narikbayev KAZGUU University and other internal regulatory documents of the University, including dress code requirements.
2. It is prohibited on the territory and in the buildings of the University:

* smoking of tobacco products (including electronic cigarettes, hookahs, etc.), using "nasvay", alcohol drinks, including low alcohol;
* the use of chewing gums;
* storage, use and distribution of 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 explosives, strongly smelling substances and pyrotechnics;
* gambling, appearance in a state of intoxication, a state of narcotic or toxic intoxication;
* appearances with animals;
* violation of peace and quiet at night - the period from 22:00 to 07:00.

1. The Student and/or his Representative, when signing the Application of accession, confirm that they are familiar with this Appendix and the Code, and a personal signature on familiarization is not required.