

Service contract № SS96-FN01
(Regarding provision of educational service)

Batumi

Month 00, 2020

This service contract is signed between BAU International University, Batumi LLC (ID number: 445434888) (hereinafter - The Teaching University) represented by the rector **Name Surname** (ID. №00000000; Passport №00000000) and **Name Surname** (ID. №00000000; Passport №00000000) (Hereinafter – Student) pursuant to the Georgian legislation and based on the parties' free will.

Article 1. Interpretation of terms

1. The terms used throughout this contract shall have the following interpretation:
 - a) **The Teaching University** - BAU International University, Batumi LLC- a legal entity of private law duly authorized in accordance with the rule set by the Minister of education, science, culture and sport of Georgia carrying out higher educational activities in congruence with the legislation.
 - b) **A student** - a person who has been enrolled at the teaching university in accordance with the Georgian legislation and the internal regulating rules of the university and who attends an educational program of the teaching university;
 - c) **An academic year** - period of time set by an internal regulating legal act of the university during which an educational process takes place;
 - d) **A semester** - a period of time set by an internal regulating legal act of the university which includes fall and spring semesters;
 - e) **An academic registration** – registration of students on teaching courses/modules of the educational program within the terms set by the rector's individual legal act;
 - f) **A financial registration**- signing a service contract with the teaching university and submitting a receipt proving payment of a semester tuition fee within the terms set by the rector's individual legal act;
 - g) **ECTS credit** – an unit expressing a student workload required for learning a specific course of the educational program and which can be earned after achieving academic results.
 - h) **Regulating acts** - A rule regulating educational process introduced by managing structural units of the teaching university compliance to which is mandatory for students.

Article 2. Subject of the contract

1. This contract regulates relations between The Teaching University and a student. Based on this contract The Teaching University provides an opportunity for a student to receive higher education in accordance with the Georgian legislation and a student agrees to receive higher education from the teaching university in return of the tuition fee set by this contract.

Rector

Student

2. A student receives higher education on a one-cycle higher educational English program “Medicine”.

Article 3. Rights and obligations of the parties

1. The Teaching University is obliged:
- a) To invite specialists and to deliver lectures/laboratory/practical course pursuant to the Georgian legislation.
 - b) To encourage student’s involvement in scientific-research processes;
 - c) To equip the teaching university with facilities and amenities necessary for providing quality education.
 - d) To create conditions for students encouraging to uncover and develop their intellectual capabilities;
 - e) To inform students about educational program and educational courses/modules/syllabuses registered during an academic registration. To inform students about acts regulating educational processes at the teaching university;
 - f) To protect private data of a student and not to reveal it without his/her consent except when it is required by the law.
2. The Teaching University shall have the right:
- a) To plan the educational process and the rule of a student evaluation;
 - b) To require wearing a white coat during lectures;
 - c) To introduce internal regulations and require adherence to it from the contract party.
3. A student is obliged:
- a) To go through a financial and academic registration within the terms set by the rector’s individual-legal act;
 - b) To attend educational courses/modules (mandatory and optional) regarded by the educational program of the teaching university;
 - c) To attend lectures pursuant to a timetable on regular basis and to fulfill the work regarded by the syllabus of the educational program;
 - d) To use an electronic management system (email, OIS program) provided by the teaching university on regular basis;
 - e) To take part in activities organized by the teaching university (including the surveys organized by the quality assurance department);
 - f) To pay a tuition fee pursuant to the rule set by this contract;
 - g) To adhere to regulating acts worked out by the teaching university;
 - h) To take care of the building and the amenities and facilities of the teaching university;
 - i) To meet other requirements pursuant to the rule set by internal regulating acts and this contract;
4. A student shall have the right:
- a) To receive quality education and get involved in scientific research;
 - b) To use amenities and facilities, library and other resources of the teaching university;
 - c) In accordance with the Georgian legislation to transfer to another higher educational institution from the second academic year transferring state financing allocating to him/her;

Rector

Student

- d) To elect an optional educational course;
- e) To take part in refining educational program;
- f) To take part in working out individual educational program;
- g) To use an opportunity for suspending his/her student status pursuant to the university rules;
- h) To ask for different types of concessions (if available) set by regulating acts of the teaching university
- i) To participate in the process of working out regulating acts of the teaching university;
- g) To refer to a corresponding structural unit of the teaching university with a request to make amendments in regulating documents or to work out a new document.
- k) To elect a representative or/and to be elected in a students' union.
- l) To request any public information including the information about a student status, mobility, academic performance, assessment and so on. In addition, to request the information about educational courses/modules/syllabuses he/she has registered during an academic registration.

Article 4. Rule of paying a tuition fee

1. An annual fee for the educational service provided in the terms of this contract is 6500 (six thousand five hundred) USD equivalent in Gel according to an official exchange rate of the payment day established by the National Bank of Georgia.
2. A tuition fee shall be paid during one academic year on semester basis in two stages within the terms of the academic and financial registration set by the rector's order. A tuition fee for a semester is half of the tuition fee indicated in the paragraph first of this article.
3. A student shall pay a tuition fee either in cash or via a transfer on the bank account indicated in the contract.
4. Failure to pay a tuition fee or failure to go through a financial or academic registration leads to a student status suspension. A student with a suspended student status shall not be eligible for a paid tuition fee refund. A paid tuition fee shall cover a fee of a corresponding semester when a student status is restored.
5. A student has a suspended student status for 5 (five) years. After that, a student status is terminated. A student with a terminated student status shall not be eligible for a paid tuition fee refund (if relevant);
6. A tuition fee determined by the contract remains the same for a student throughout the terms of the educational program (except when a fee goes down). In case a student status is restored and circumstances for a student status suspension are eradicated, a student shall pay a tuition fee determined for the educational program of the current academic year.
7. If a student fails to pass a course or earn credits due to his/her own personal reasons a student shall go through an academic registration and pay a fee for retaking a course. The value of one ECTS credit is determined by an internal regulating act of the teaching university.
8. A rule described in the paragraph 7 of this article does not apply to students enrolled/transferred with mobility (from Georgian or foreign universities).

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Student

9. If mandatory credits of the student transferred with mobility (from Georgian or foreign universities) are not recognized, he/she shall register courses and pay a fee for credits accordingly.
10. In case any disputes regarding a payment of a tuition fee arise, a student shall present a receipt proving payment of a tuition fee. If he/she fails to do so, financial obligations will be deemed outstanding.
11. Legal condition from a financial perspective of an exchange student shall be regulated with a separate agreement act or a contract pursuant to a mobility program.

Article 5. Expiration date of the contract and basis for its termination

1. This contract becomes effective once signed and is valid for **6 (six)** years;
2. Student status termination leads to the termination of this contract. A student status can be terminated:
 - a) On the basis of a student's personal application;
 - b) If an educational program is completed;
 - c) In case of a transfer to another higher educational institution with mobility;
 - d) If 5 (five) years period is expired after a student status suspension;
 - e) In case student ethics is violated in a way leading to a student status termination;
 - f) Attending the same course three time in succession without earning a credit;
 - g) Due to death.
3. A rector issues an individual-legal act, an order about a student status termination. Student status termination leads to termination of this contract. Termination of this contract does not exempt a student from obligations under this contract.
4. The rector's legal act about a student status termination becomes effective after 12 months of its issue. Before that, a student status is considered suspended and a student shall have a right for mobility. This rule does not apply to subparagraphs "a" "c" and "g" of the paragraph 2 of this article.
5. After a student status termination, it can be regained pursuant to the rule set by the legislation.

Article 6. Special provisions

1. The Teaching University BAU International University, Batumi LLC is an institution duly authorized and accredited in congruence with the Georgian legislation based on the decision of the council of accreditation and authorization of national center for educational quality enhancement and the ministry of education, science, culture and sport of Georgia.
2. After completion of the higher educational program and earning necessary amount of credits, a diploma is issued and a student receives a qualification of a medical doctor.
3. A diploma issued by the teaching university is recognized in Georgia. The teaching university is not responsible for recognition of the issued diploma in foreign countries as it is out of the competence of the teaching University and depends on the internal regulations of the particular country.

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Article 7. Intellectual property

1. Right of usage, dissemination, and other intellectual property rights on scientific works, invention, and discovery created by a Student within a framework of Teaching University's educational-research activities, recognizing Student's copyright, are the intellectual property of Teaching University.

Article 8. A rule of communication

1. Any information to be exchanged in the frame of this contract shall be sent on an email individually provided by the university to students. A student shall use the university email address and shall familiarize himself/herself with the communicated information.
2. Any piece of the information sent through an email is considered received.

Article 9. Responsibilities of the parties

Applied law and court of jurisdiction

1. Any dispute arisen under the contract shall be resolved in an amicable way. In case no solution can be achieved, such dispute shall be resolved by court.
2. Conditions of this contract comply with the Georgian legislation. In case any dispute arises, it shall be resolved at Batumi civil court.
3. In case a student violates contract terms, The Teaching University shall have the right to bring an action to court or opt for summary proceedings pursuant to the Georgian law about "Enforcement proceedings", chapter XVI¹.
4. The summary proceedings determined by paragraph 3 of this article will be employed for solving the disputes referring to monetary commitments.
5. Parties agree that during proceedings the decision of a trial court made in favour of the teaching university will be executed immediately pursuant to the Georgian code of civil procedure.

Article 10. Concluding provisions

1. Responsibilities under this contract arise and become effective once the contract is signed.
2. By signing this contract the parties agree on absence of any unclear provisions in this contract fully expressing their wishes based on common sense without any compulsion.
3. Issues that are not determined by this contract shall be regulated by internal regulating acts of The Teaching University;
4. Any amendment/changes in this contract shall be made solely in written form. Changes and amendments are inseparable part of the contract becoming effective once signed.
5. A charter of a student status and mobility, a code of ethics, a rule for realizing an educational program, the charter of the faculty and other regulating acts of the teaching university, as well as the rector's orders, resolutions of the faculty and the academic council concerning educational process or/and regulating relations between parties shall be considered as an inseparable part of this contract.

Rector

Student

6. If any provision of this contract becomes void due to regulatory changes, court resolution or any other circumstances, other provisions of this contract remain valid. In this case, parties

Rector

Student

take responsibility to negotiate in good faith for making amendments in the contract adhering to the original purpose of the parties within possibilities.

7. This contract is prepared in Georgian and English languages in two copies with identical legal power. Each copy is handed to each party.

Article 11. Requisites of the parties

1. Parties shall immediately notify each other about any change in the requisites indicated in this article.

BAU International University, Batumi LLC	Name Surname
ID №445434888	ID. № 0000000
Address: №237 Fridon Khalvashi Street; Batumi; Georgia.	Address:
Email: Info@bauninternational.edu.ge	Email:
Bank requisites: Bank – İş Bank; Bank code - ISBKGE22; Account number - GE12IS0000647311875006	Telephone number:

Rector,
Name Surname

Student,
Name Surname