

**AGREEMENT
on the provision of paid services to organise training courses under the non-degree program
(without awarding an academic degree)**

By this agreement, M.S. Narikbayev KAZGUU University JSC (certificate of state re-registration of the legal entity dated 04.05.2018), hereinafter referred to as the University, acting on the basis of license No. KZ64LAA00011853 dated 23/05/2018 issued by the State Institution Committee for Quality Assurance in the Sphere of Education of the Ministry of Education of the Republic of Kazakhstan, determines the conditions for the ND Auditor who has joined the terms of this Agreement to receive paid educational services.

Accession of the ND Auditor, his legal Representative to this Agreement is carried out on the basis of a signed Application for Accession, in accordance with the form that is an integral part of this Agreement.

The ND Auditor, as well as his legal Representative, who have acceded to this Agreement and the University, accept all the conditions and obligations established by this Agreement as a whole, only after the authorized employee of the University makes a mark on the acceptance of the Application for Accession signed by the ND Auditor and his Representative (if any).

The Parties have agreed that the date of signing of the Agreement will be the date of signing of the Application for Accession. The Application shall be signed in 2 (two) identical copies, one for each of the Parties.

Submission of the Application for Accession by the ND Auditor does not mean that the University automatically has an obligation to accept him (her) as part of the University's non-degree auditors. Admission is carried out on the terms of this Agreement.

This Agreement is a standard approved form and is not subject to amendment by the ND Auditor and/or his Representative.

The University has the right to make amendments and additions to this Agreement in the manner determined by this Agreement. The University informs the ND Auditor about the unilateral amendment of this Agreement, and if the ND Auditor does not reach the age of majority – the Representative, by posting information on the official website of the University and in information systems and means of communication with the Auditor, no later than 15 (Fifteen) calendar days before the date of entry into force of such amendments.

The Parties unconditionally agree that the form of this Agreement and the procedure for joining are equated to the written form of concluding agreements.

1. SUBJECT OF THE AGREEMENT

1.1. The ND Auditor entrusts and pays for, and the University undertakes to organise training courses under 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 Auditor in the Application for Accession, and to issue a certificate for the ND Auditor indicating the name of the disciplines, the number of credited academic credits and final grades, subject to timely registration for the courses and mastering the number of credits established by the internal regulatory documents of the University.

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

At the end of the term of this Agreement, subject to the continuation of training in an additional academic period in summer, the ND Auditor undertakes to conclude an additional agreement to this Agreement for the extension of the Agreement for the relevant summer period.

1.3. Services provided at: Astana, Esil district, Korgalzhyn highway, 8.

1.4. The status of ND Auditor does not give the student the right to defer from military service, and is also not the basis for the provision of social or other benefits. The University does not provide the ND Auditor with certificates in order to receive social benefits and payments, for presentation to state bodies in the forms established for full-time students.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The University undertakes to:

2.1.1. Accept the ND Auditor on the basis of the normative acts of the Republic of Kazakhstan and the normative documents of the University as an auditor of the non-degree program, subject to the payment by him or the Representative of the entrance fee and payment for tuition in the full amount of the cost of the selected academic credits in accordance with Appendix No. 1, which is an integral part of this Agreement.

The number of credits for which the ND Auditor can register is fixed in the Academic Policy of the University.

Admit the ND Auditor to the training courses of the non-degree program on the basis of the normative documents of the University, subject to the payment of the tuition by them or the Representative in the full amount of the cost of the selected academic credits in accordance with Appendix No. 1, which is an integral part of this Agreement.

2.1.2. Place internal regulatory documents on the official electronic information resources of the University to familiarize the ND Auditor.

The Parties have agreed that personal signature of the Auditor on familiarization with the internal regulatory documents of the University is not required.



2.1.3. Ensure the organization of training courses under the non-degree program in accordance with the requirements of the State Compulsory Standard of Higher Education of the Republic of Kazakhstan, the Academic Policy of the University and other internal documents regulating the educational process.

2.1.4. In order to ensure the health protection of the ND Auditor, organize the work of the medical center on the terms of compulsory medical care.

2.1.5. In accordance with the registration made by the ND Auditor, determine the amount of the ND Auditor's academic load and create a healthy, safe environment for education.

2.1.6. Provide free access to the use of the fund of educational, methodological and scientific literature of the library and reading rooms of the University in the manner prescribed by the internal regulations of the University.

2.1.7. Provide the ND Auditor with the opportunity to use computer equipment to perform tasks as part of the University's curricula in the manner and under the conditions provided for by separate provisions approved by the University management.

2.1.8. In order to form the personal file of the ND Auditor, request and store documents. The list of documents necessary for enrollment in the non-degree program is determined by the regulatory documents of the University.

2.1.9. Organize and provide opportunities for the ND Auditor to voluntarily participate in scientific, cultural, sports and other events of the University.

2.1.10. In case of compliance with the requirements of the normative acts of the Republic of Kazakhstan in the field of higher education, as well as the internal standards of the University regarding admission to the University, the ND Auditor is enrolled as a Student of the University and, by decision of the Committee on Academic Quality, the academic credits are transferred.

2.1.11. The procedure for the transfer of academic credits is determined by the Committee on Academic Quality and is regulated by the Academic Policy of the University.

2.1.12. When the ND Auditor is expelled from the University at his own request and/or this Agreement is terminated at the initiative of the University, the ND Auditor and/or the Representative, the payment is not returned, regardless of the participation of the ND Auditor in training sessions. The rules for the expulsion of the Auditor at his own request are regulated by the Academic Policy of the University and other internal regulatory documents of the University.

2.1.13. When making amendments and additions to this Agreement, the register of the cost of services for the corresponding year, post information on the official website of the University on the Internet, as well as in information systems and means of communication with the Student, no later than 15 (Fifteen) calendar days before the date of entry into force of such amendments.

2.2. The University has the right:

2.2.1. To demand from the Auditor 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 faculty, 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, not to allow 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 (the University's website, an automated information system for training, corporate mail, etc.). The Parties have agreed that when making amendments to internal local regulations posted on the official information resource (University website, automated information system, etc.) of the University a written act of familiarization is not required.

Internal local regulations (documents) of the University posted on its official information resource (University website, corporate mail, automated information system, etc.) enter into force after 15 calendar days from the date of their publication on the official website of the University.

2.2.2. To apply disciplinary measures to the ND Auditor for violation of the academic discipline, the terms of clause 2.2.1. of this Agreement, internal local regulations of the University, up to termination of this Agreement and expulsion from the University.

2.2.3. To require the ND Auditor to take care of the property of the University, to comply with the rules for working with computer and other equipment.

2.2.4. In case of material damage caused by the actions of the ND Auditor, to demand reimbursement of 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, recommend individual disciplines conducted in English to the ND Auditor.

2.2.6. To expel the ND Auditor 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 the academic discipline (skipping classes without a valid reason, attempt and/or illegal access to the information resources of the University, provision of unreliable documents, including medical certificates), academic failure, the terms of this Agreement, including clause 2.2.1., the Charter of the University, violation of the norms of the legislation of the Republic of Kazakhstan, the norms of internal local regulations of the University, for financial debt to the University, regardless of the grounds for its occurrence.

2.2.7. To not allow the ND Auditor to further study of the discipline and/or to all types of assessment if the maximum number of absences of academic classes determined by the Academic Policy of the University is exceeded.

2.2.8. In case of insufficient occupancy under the educational program (less than 30 people), transfer the ND Auditor (with his consent) to another specialty, and in the absence of the ND Auditor's consent to the transfer, terminate this Agreement unilaterally out of court and return to the Auditor the overpaid amount for training without any deductions.

2.2.9. In case an ND auditor obtains financial, academic debts, violates the Academic Policy, fails to timely appear for registration for the next academic period, the University has the right to unilaterally terminate this Agreement after 15 calendar days from the date of notifying via the e-mail specified by the ND Auditor.

2.2.10. To carry out the reformation of academic intakes.

2.2.11. In case of expulsion of the ND Auditor for gross violation of the Code of Academic Integrity, expressed in forgery, falsification of research results, theft and/or damage to third party research, conspiracy, or deception in order to obtain a better result, plagiarism, including submission of works written by another person, bribery, the University places the data of such ND Auditor on the official website of the University, indicating the grounds for expulsion.

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

2.2.12. 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 (distribution, provision, access) and destroy (Processing) biometric data, as well as any information, including: surname, name, patronymic, date, and place of birth, address, marital status, education, nationality and any other information (Personal Data) related directly or indirectly to the Student, his legal Representative, which becomes available under this Agreement and/or when the University provides educational and other services.

The University undertakes to ensure compliance with the requirements of the legislation of the Republic of Kazakhstan in the field of biometric and personal data protection. The written consent of the Student and his legal Representative to the collection, storage, processing, and transfer to the state authorized bodies of the Republic of Kazakhstan and their subordinate organizations of personal data for the purposes arising from this Agreement, as well as when the University provides educational and other services, is considered received at the time of signing by the Student and his legal Representative of the Application for Accession and Appendix No. 3 to this Agreement.

2.3. Obligations and rights of the Representative:

2.3.1. 2.3.1. The Representative is obliged to ensure timely receipt of payment to the current account of the University in accordance with paragraphs 2.1.1 and 3.2 of this Agreement and its Appendices (tuition fee schedule).

When the ND Auditor reaches the age of majority, the obligations to pay for educational services in a timely manner are transferred to the ND Auditor.

2.3.2. The Representative has the right to reconcile the receipt of the amounts paid by him to the current account of the University to track the ND Auditor's receivables, as well as to monitor the progress and attendance of the ND Auditor by sending a written request.

2.3.3. The Representative assists the University in ensuring that the ND Auditor fulfills his duties and observes the established rules, until the ND Auditor reaches the age of majority, monitors his attendance and performance by maintaining contact with the University and takes educational measures. The ND Auditor undertakes to inform the Representative independently and in a timely manner about the presence of academic and financial debts.

The Representative, in turn, undertakes to regularly monitor the progress, attendance and financial debt of the ND Auditor.

2.3.4. The Parties have agreed that when the ND Auditor reaches the age of majority, the rights, and obligations of the Representative are transferred to the ND Auditor. At the same time, the conclusion of an additional agreement (on the exit of the Representative from being a party to this Agreement) is not required.

2.3.5. Upon the occurrence of the condition provided for in clause 2.3.4. the condition for reimbursement of the debt for the ND Auditor by the Guarantor provided for in clause 2.3.1. shall be retained until the obligations under this Agreement are terminated by the Parties.

2.3.6. Independently or through the ND Auditor, monitor amendments 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 Student. At the same time, the Representative is not entitled to refer to unawareness regarding amendments in the Agreement and/or the cost register.

2.4. The ND Auditor undertakes to:

2.4.1. Read, comply with and execute the internal local regulations of the University, orders, and instructions of the University management, the University Charter, the terms of this Agreement, Academic Policy, Guidelines on Academic Integrity and other documents posted on the official information resource.

2.4.2. To take care of the property of the University and use it rationally, to ensure that the educational institution, its territory, dormitory, canteen, and library are clean and tidy.

2.4.3. When submitting documents, pay for the cost of the selected number of credits, in accordance with the Register of the cost of services of the University, for the corresponding year of admission.

2.4.4. Timely pay for educational services on the basis of Appendix No. 1 to this Agreement, personally or through his/her Representative.

2.4.5. To master the knowledge, practical skills of the individual curriculum, based on the state compulsory education standards, to attend all types of training sessions, to pass all types of assessment in a timely manner.

2.4.6. When drawing up its individual curriculum, strictly follow the regulations in the field of education, the rules of the Academic Policy of the University and comply with the established procedure and terms of registration for academic disciplines.

2.4.7. In case of missing classes for valid reasons, he/she or through relatives or the Representative, within 2 working days, should inform the relevant directorate of the School (faculty) about the incident with the provision of documents within 3 working days after recovery or discontinuation of extraordinary events confirming this circumstance.

When the ND Auditor is on outpatient or inpatient treatment, notify the University in written form with the presentation of supporting documents no later than 3 days from the date of concluding the sheet/certificate of temporary disability to verify their validity.

If the documents confirming the events specified in this paragraph are not submitted within the period specified above, the University has the right not to accept and not to consider the documents subsequently submitted by the ND Auditor.

2.4.8. Submit all types of work provided for in the individual curriculum, and receive a positive final grade to obtain credits for the discipline. If the Student receives an unsatisfactory final grade in the discipline, credits for this discipline are not awarded.

The procedure for current monitoring of academic performance, interim final assessment is determined by the legislation of the Republic of Kazakhstan and the internal local regulatory acts of the University.

2.4.9. The ND Auditor who has received an unsatisfactory final grade in the discipline and/or is not admitted to the study of 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, attends all types of training sessions provided for by the individual curriculum on a paid basis, receives the right of entry and passes the final assessment again. To do this, the ND Auditor undergoes the registration procedure for the discipline again.

2.4.10. Follow the rules of military registration.

The ND Auditor is not a full-time Student of the University and, in accordance with the Law on Military Service and the Status of Servicemen, is not exempted/does not receive a deferment from military service.

2.4.11. To comply with the rules of temporary registration of foreign citizens on the territory of the Republic of Kazakhstan. In this case, the ND Auditor shall inform the University in written form:

- 3 (Three) working days before the expected date of departure from the city or country;
- on the day of arrival in the territory of the Republic of Kazakhstan, with the provision of a passport and documents confirming arrival.

In case of failure to inform the University, the student reimburses the University for all penalties, as well as possible losses of the University.

2.4.12. At the request of the administration, 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, provide medical documents on the state of health, in accordance with clause 2.4.7. of this Agreement.

Annually provide the medical staff of the University with duly executed documents confirming the undergoing of a medical examination and fluorography. Failure to provide a medical examination or fluorography after their expiration, or within the terms established by the University administration, entails non-admission of the ND Auditor to training sessions and/or current, final assessment.

If the relevant documents on health condition are not provided, the University has the right to terminate this Agreement unilaterally with the recovery of the existing financial debt for the entire amount of credits registered by the ND Auditor for the corresponding period of study.

2.4.14. Within 3 (Three) working days from the date of change of surname, name, patronymic, marital status, place of residence, telephone, e-mail address, notify the University in written form, 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 depending on the relevant data from the ND Auditor.

2.4.15. A ND Auditor who is a user of the University's automated information systems is obliged to maintain confidentiality, and has no right to transfer to anyone his login and password that provide him with access to the system. ND Auditor independently registers, writes and submits applications in the electronic information systems of the University.

The procedures for registration and submission of all forms and types of applications in the electronic information systems of the University are equated to the written form of application.

2.4.16. In case of material damage, damage to the honour and business reputation of the University, to bear full financial responsibility in the manner prescribed by the current legislation of the Republic of Kazakhstan.

2.4.17. Read the additional tariffs reflected in the internal regulatory documents of the University.

2.4.18. To bear responsibility 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 M.S. Narikbayev KAZGUU University JSC for the corresponding year.

2.4.19. To respectfully and correctly treat faculty, employees, and students of the educational organization, not to distribute in social networks and the media, incorrect, fake information, not to allow actions and statements that discredit the image and business reputation of the University, as well as not to distribute video/audio or other educational content.

2.4.20. To bring to the attention of the Representative, in a timely manner and in full, information regarding academic performance, attendance, disciplinary sanctions imposed on the ND Auditor and bring him to financial responsibility.

2.4.21. Take care of their health and life, the health and life of others. Under the legislation of the Republic of Kazakhstan, the ND Auditor is liable for illegal actions committed both by him personally and with his participation, against the life and health of another person.

2.4.22. If the ND Auditor has the status of a ND Auditor 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 Auditor provides the University with all the necessary documents confirming the relevant status.

In case of failure to provide supporting documents and/or provision of incorrect documents, the University is not responsible for the non-receipt or untimely receipt of benefits and other payments by the ND Auditor.

2.4.23. Independently monitor amendments 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 Auditor is not entitled to refer to unawareness regarding amendments in the Agreement and/or the cost register, as well as existing receivables.

2.5. The ND Auditor has the right to:

2.5.1. Transfer from one language department to another, from one educational program (specialty) to another - on the basis of a personal application, according to the rules of the Academic Policy of the University.

2.5.2. Receive additional educational services for an additional fee.

2.5.3. Freely access and use the fund of educational, methodological literature on the basis of the library and reading rooms of the University, subject to the payment of a returnable guaranteed deposit, in the amount established by the Register of the cost of educational services of the University.

2.5.4. Get familiarised with the regulations of the Republic of Kazakhstan and the internal documents of the University governing the procedure for enrolling the ND Auditor as a Student of the University.

2.5.5. With the consent of his legal Representative, contribute funds to the charitable funds of the University created by student self-government bodies on a voluntary basis.

2.5.6. Create a fund within the self-government bodies to raise funds to finance individual projects at the discretion of the self-government bodies, including for participation in sports and other public events that do not contradict the current legislation of the Republic of Kazakhstan and the Academic Policy of the University.

2.5.7. The ND Auditor has the right for re-admittance in the manner prescribed 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 agreement for the provision of paid educational services in force at the time of his/her re-admittance.

2.5.8. Upon written request, receive advice on academic issues and/or reconcile the receipt of the amounts paid by him to the current account of the University.

3. COST OF SERVICES AND PROCEDURE OF PAYMENT FOR EDUCATIONAL SERVICES

3.1. The amount, procedure for paying for tuition is established in the Rules for Payment for Educational Services of the University, 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 tuition fee payment schedule is approved in the Rules for Payment for Educational Services of the University.

When the ND Auditor, who pays for training according to the schedule is expelled, he/she is obliged to pay the payments provided for by the schedule, regardless of his actual participation in training sessions.

3.3. Payment is made by transferring payments to the current account of the University.

3.4. In case of expulsion of the ND Auditor from the University and termination of the Agreement with him, the ND Auditor is not subject to re-admittance and concludes a new agreement for a new term.

3.5. The ND Auditor's debt is the uncompensated expenses of the University for the organization of the educational process of the corresponding academic period, regardless of the date of filing an application for expulsion and/or termination of this Agreement and the ND Auditor's participation in training sessions, taking into account clause 2.1.12 of this Agreement.

3.6. When the ND Auditor is expelled from the University due to a disease that makes it impossible to continue training, confirmed by the conclusion of a medical expert commission (including disability), the issue of returning funds is considered by the executive body - the Board. In such case, the funds for the current academic period, until the date of submission of the application for inability to study due to illness, are not returned.

3.7. In case of receipt of financial resources for academic credits registered at the request of the ND Auditor and the absence of the ND Auditor's application for revocation of 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 carried out, the funds are aimed at ensuring the educational process, and payment is non-refundable, regardless of the ND Auditor's further attendance of classes.

3.8. In case of refusal to voluntarily repay the debt, the amount of the debt shall be recovered by the University in court. All costs and legal expenses incurred by the University due to the fault of the ND Auditor or his Representative, including the presentation of unreasonable claims to the University, will be attributed to the ND Auditor or his legal Representative.

3.9. In case of unauthorized discontinuation of training without notifying the University about it, the Student is not exempt from payment for educational and other services of the University, within his registration for academic disciplines in the relevant academic period, regardless of the Student's participation in classes.

The University is not responsible for the untimely notification of the University on the discontinuation of studies with the provision of supporting documents on the inability to continue the studies and/or on the unilateral termination of this Agreement by the ND Auditor or the Representative.

3.10. When transferring a ND Auditor from one educational program to another during the holiday period, payment for the study of the discipline is made at the cost of credits of the educational program to which the ND Auditor is transferred.

3.11. The Parties have come to an agreement and give their unconditional, irrevocable consent that the University, taking into account inflation, has the right to change the cost of 1 (One) academic credit no more than once a year. Signing of an additional agreement and/or re-signing of the Application for Accession is not required.

3.12. Information on amendments or additions to the register of the cost of the University's 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 Student.

4. LIABILITY OF THE PARTIES

4.1. In case of financial debt for educational services, the University blocks automated information systems, and the ND Auditor is not allowed to pass all types of assessment (midterm and final) and the Agreement is subject to termination. The resulting debt for training is recovered in accordance with the procedures established by the legislation of the Republic of Kazakhstan.

If there is financial debt for both educational services and other services of the University provided for by internal regulatory documents, the University does not allow the ND Auditor to register for the relevant academic period.

The contribution of funds by the ND Auditor or his Representative to repay the financial debt gives them the right to be admitted to the study of disciplines as part of the ND Auditors of the University in accordance with the procedure established by the internal acts of the University.

4.2. The transcript and other documents from the ND Auditor's personal file are issued after the ND Auditor passes the "Exit form" and repays the financial debt (both for tuition fees and other services of the University).

4.3. When financial debt is formed (both for tuition fees and other services of the University), by the time of completion of the training program, the transcript, and certificates of completion of the programs are not issued until the full repayment of financial and other debts.

4.4. In case of violation of the terms of payment for educational services provided for in this Agreement and the Appendices to it, the ND Auditor (Representative) pays the University a penalty in the amount of 5 MCI for each fact of delay.

4.5. For non-fulfilment or improper fulfilment of the obligations by the Parties, 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 about the place of residence, telephone, marital status and other information by the ND Auditor.

4.7. ND Auditor is fully responsible for the consequences of providing incorrect and untrue information about his place of residence, telephone, marital status, etc.

4.8. ND Auditor fully compensates for the damage caused and is subject to expulsion from the University's ND Auditor Body in case of violations of the conditions/actions specified in paragraphs 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 to the business reputation, in court.

5. DISPUTE RESOLUTION PROCEDURE


5.1. Disagreements and disputes, arising during the execution of the present Agreement, are considered by the Parties per se in order to arrive at mutually acceptable solutions.

5.2. Issues not resolved by the parties through negotiations, the development of mutually acceptable solutions shall be resolved in accordance with the current legislation of the Republic of Kazakhstan, at the place of execution of the Agreement.

6. SPECIAL TERMS AND CONDITIONS

6.1. In case of discontinuation of the University's activities on the basis of the process of liquidation or discontinuation of educational activities, in connection with the revocation of the license, the University carries out the termination of the Agreement with the return of funds within the educational services not provided by the University and the issuance of a transcript of the studied disciplines.

6.2. By acceding to this Agreement, the ND Auditor, and his legal Representative grant the right to make video/audio recordings in the University building, record electronic messages, without additional notifications, as well as record telephone conversations after the notification of the recording at the beginning of the conversation with the Student or his Representative and employees of the University, in order to ensure the quality of service and safety. The ND Auditor and/or his Representative

	<p align="center">Standard Agreement on the provision of educational services</p>	<p align="center">Approved by the decision of the Board (Protocol No. 13 dated May 20, 2025)</p>
---	--	---

agree that such video/audio recordings and/or recordings of telephone conversations/electronic conversations (including through instant messengers) can be used as evidence in the course of litigation of disputes and disagreements between the Parties.

6.3. The ND Auditor is trained within non-formal education and is not a full-time student in accordance with the current legislation.

In accordance with the current legislation, the ND Auditor does not have the right to defer from military service, and the University does not provide the ND Auditor with certificates in order to receive social benefits and payments, for presentation to state bodies in the forms established for full-time students.

To confirm the fact of training of the ND Auditor in training courses under the non-degree program (without awarding an academic degree), the University provides the ND Auditor a certificate of its own sample on his actual training within the relevant program.

6.4. In view of the non-formal training of the ND Auditor, who is not a full-time student and in accordance with the current legislation, the ND Auditor is not provided an academic leave within the grounds established by the legislation.

7. IN-FORCE PERIOD, PROCEDURE FOR CHANGING THE TERMS OF THE AGREEMENT AND TERMINATION

7.1. This Agreement comes into force from the date of signing by the ND Auditor and/or his legal Representative of the Application for Accession and is valid for 1 (One) academic year, and in terms of mutual settlements - until the Parties fulfil their obligations in full.

7.2. In case of expulsion of the ND Auditor at the termination of the Agreement, his/her subsequent reinstatement as a Student of the University is carried out only in the new academic year, provided that he/she passes the UNT with the established minimum passing score, passes the entire procedure for admission and concludes the relevant Agreement on the provision of services with the transfer of academic credits of previously studied disciplines in the status of the ND Auditor in accordance with the obtained Certificate.

7.3. The terms of this Agreement may be amended and supplemented by the University by posting information on amendments or additions on the official website of the University on the Internet, as well as in information systems and means of communication with the Student.


Amendments in certain 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 Student (Representative) may refuse to fulfil the Agreement by sending a corresponding application to the University, subject to full payment of the University's expenses actually incurred by him/her, taking into account clause 2.1.12. of this Agreement.

7.5. The relations between the Parties fixed by this agreement discontinue at the moment of full fulfillment of the obligations by the Parties.

7.6. The basis for termination of this Agreement is the issuance of an appropriate Order of the University on the expulsion of the Student, and the conclusion of a Termination Agreement is not required.

7.7. This Agreement is posted on the official website of the University on the Internet.

	<p align="center">Standard Agreement on the provision of educational services</p>	<p align="center">Approved by the decision of the Board (Protocol No. 13 dated May 20, 2025)</p>
---	--	---

*Appendix No. 1
to the Agreement for the provision of services for the organization of
training courses under the non-degree program
(without awarding an academic degree)*

TUITION FEE SCHEDULE

Tuition fees are paid by the ND Auditor or his Representative for each academic period (semester) no later than 10 working days before the academic period (semester) based on the cost of 1 (One) credit and the number of credits obtained by the ND Auditor for the relevant 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 for Accession.

3. Advance payment is required for mastering the non-degree program.

4. The ND Auditor or his 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 Auditor, allowed for studying on the basis of the decision of the Academic Quality Committee of the corresponding School and the Provost's order.

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

In case of non-compliance with this paragraph, the overpaid amounts are subject to return on the basis of the application of the ND Auditor after signing the "Exit form" in the manner prescribed by the Rules for Payment for University Services.

6. For retaking the discipline upon receipt of an unsatisfactory final grade in the discipline, an advance payment is required in accordance with the Register of the cost of services of the University, approved for the period of the retake.

7. The ND Auditor and/or his Representative confirm that they are familiar with this Appendix, with the Rules for Payment for Educational Services of the University when signing the Application for Accession to this Agreement, as well as that their personal signature on familiarization is not required.

*Appendix No. 2
to the Agreement for the provision of services for the organization of
training courses under the non-degree program
(without awarding an academic degree)*

RULES OF CONDUCT

1. When staying on the territory of the University, the ND Auditor undertakes to be guided by the Code of Conduct at M.S. Narikbayev KAZGUU University and other internal regulatory documents of the University, including requirements for appearance.

2. On the territory and in the buildings of the University is prohibited:

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

- use of chewing gum;

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

- gambling, appearance in a state of intoxication, state of narcotic or toxic intoxication;

- appearing with animals;

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

3. The Student and/or his 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.