

**AGREEMENT  
on the provision of paid educational services  
for persons who did not score the minimum passing score on the Unified National and/or Complex  
Testing (full-time education)**

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 Student who has joined the terms of this Agreement to receive paid educational services.

Accession of the Student, 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 Student, 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 Student 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 Student does not mean that the University automatically has an obligation to enroll him (her) in the University's body of Students. 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 Student or his legal 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 Student about the unilateral amendment of this Agreement, and if the Student 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 Student, 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. In accordance with the terms of this Agreement, the University undertakes to:

- a) organize the training of the Student on a paid basis:
  - for full-time education, for a separate group of educational programs of higher or postgraduate education of the educational program specified by the Student in the Application for Accession, subject to timely registration and mastering the number of credits established by the internal regulatory documents of the University, confirmation of the level of proficiency in the state (Kazakh) and English languages established by the University. The regulatory, as well as the maximum period of study for a separate group of educational programs of higher or postgraduate education, is determined by the regulatory acts of the Republic of Kazakhstan and the internal regulatory documents of the University;
- b) provide the Student with the opportunity to receive additional paid educational services;
- c) organize training in accordance with the state compulsory education standard, subject to the repeated delivery of the Unified National Testing (hereinafter referred to as UNT) within the time limits established by the legislation of the Republic of Kazakhstan in the field of higher education, with the provision of supporting documents to the University and the enrollment of the Student in the University Students, in accordance with clause 2.1.1. of this Agreement, awarding the degree of Bachelor, issuing a diploma of its own sample with a supplement, to the Student who has passed the final assessment and confirmed the mastering of the relevant educational program of higher education.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **2.1. The University undertakes to:**

2.1.1. Admit the Student on the basis of the normative acts of the Republic of Kazakhstan and the normative documents of the University as a student of the University, subject to Student's or the Representative's payment of the one-time lump sum 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.

**\*Note:** the amount of a one-time lump sum fee and the cost of the 1 academic credit is established in the Register of the cost of services of the University, approved by the Executive Body – the Board for the corresponding year of admission and the Rules for Payment for Educational Services of the University.

The number of credits the Student can register is fixed in the Academic Policy of the University.

To enroll for studying at the University by an order on the basis of the submitted Application for Accession and this Agreement, subject to the submission of a full package of documents, payment of a one-time lump sum fee and an initial amount of tuition, in accordance with the Register of the cost of services of the University, approved for the corresponding year of admission and the Rules for Payment for Educational and Other Services of the University.



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

When providing supporting documents on retaking the UNT and compliance with all regulatory acts of the Republic of Kazakhstan or internal acts of the University, the order and terms of payment, this Agreement is not subject to renewal. The main terms of this Agreement regarding the rights and obligations of the Student, the Representative, and the University remain in force.

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

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

2.1.3. Provide training for a Bachelor's or Master's degree in accordance with the requirements of the State Compulsory Standard of Higher or Postgraduate Education of the Republic of Kazakhstan, the Academic Policy of the University and other internal documents regulating the educational process.

2.1.4. In order to ensure the health protection of the Student, 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 Student, determine the amount of the Student's academic load and create a healthy and safe learning environment.

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 Student 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. Organize professional internships for Students, all types of research and practical training, including scientific or professional internships, in accordance with the individual curriculum.

2.1.9. Organize and provide an opportunity for the Student to voluntarily participate in scientific, cultural, sports and other events of the University.

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

2.1.11. Provide the Student with the opportunity to master additional credits on the terms and in the manner prescribed by the Academic Policy of the University and other internal regulatory documents of the University.

2.1.12. When the Student is expelled from the University at his own request and/or this Agreement is terminated at the initiative of the University, the Student and/or the Representative, the payment made for the corresponding academic period (semester) is not returned, and the existing financial debt is subject to full reimbursement by the Student, regardless of the Student's participation in training sessions. The rules for the expulsion of the Student 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 Student 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 Student for violation of the academic discipline, the terms of clause 2.2.1. of this Agreement, internal local regulations of the University, up to expulsion from the University.

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

In case of material damage caused by the actions of the Student, to demand reimbursement of the costs incurred for its restoration in the manner prescribed by the current legislation of the Republic of Kazakhstan.

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

At the same time, the Student can study according to the previously adopted individual curriculum or form a new individual curriculum.

To expel the Student who has not registered for a repeated course of study within the prescribed period.

2.2.5. To encourage and reward the Student for success in educational, scientific and creative activities.

2.2.6. To organize the possibility of mastering additional credits within the terms and on the conditions provided for by the internal local regulatory documents of the University.

2.2.7. To expel the Student and terminate this Agreement unilaterally out of court for committing a disciplinary offense, violation of the provisions of internal local regulations (documents), systematic or gross violation of 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.

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

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

2.2.10. To not notify the Student or his Representative personally about the presence of financial, academic debts, as well as the need to appear for registration for the next academic period (information on academic performance, financial debts is posted on the electronic information resources of the University).

The representative of the minor Student shall be notified by the University about academic performance or financial indebtedness only at the written request of the legal Representative, until the Student reaches the age of 18.

2.2.11. To carry out the reformation of academic intakes.

2.2.12. In case of expulsion of the Student 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 Student on the official website of the University, indicating the grounds for expulsion.

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

2.2.13. In accordance with the legislation of the Republic of Kazakhstan on 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.

2.2.14. This Agreement is terminated unilaterally out of court in the event of:

- failure to retake the UNT (not scoring the corresponding number of points) within the time limits established by the legislation of the Republic of Kazakhstan in the field of higher education;
- failure to provide the University with supporting documents on the retake of the UNT;
- failure to pay tuition fees in the amount of the cost of the selected credits in accordance with the Tuition Payment Schedule.

In this case, tuition fees (for the first academic year) are non-refundable.

### **2.3. Obligations and rights of the Representative:**

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

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 find out the existence of the Student's receivables, as well as to monitor the progress and attendance of the Student by sending a written request.

2.3.3. The Representative assists the University in ensuring that the Student fulfills his/her duties and observes the established rules, until the Student reaches the age of majority, monitors his/her attendance and performance by maintaining contact with the University and takes educational measures. The Student 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 Student.

2.3.4. The Parties have agreed that when the Student reaches the age of majority, the rights, and obligations of the Representative are transferred to the Student. 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 student by the Guarantor provided for in clause 2.3.1. shall be retained until the termination of obligations under this Agreement by the Parties.

2.3.6. Independently or through the Student, 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.

2.3.7. The Representative undertakes not to interfere in the educational process, 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.

#### **2.4. The Student shall be obliged 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, dormitory, canteen, and library are clean and tidy, to participate in the creation of sound conditions for studying and living.

2.4.3. When submitting documents, pay the one-time lump sum fee, in accordance with the Register of the cost of services of the University, for the corresponding year of admission.

When the student enrolled as a Student is expelled by an order, regardless of the grounds for expulsion, the one-time lump sum fee is non-refundable.

If the Student is expelled before the issuance of an order for enrollment, 50% of the amount of the entrance fee is refundable within 30 calendar days from the date of application.

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 confirm the level of proficiency in the state (Kazakh) and English languages (the level of proficiency in the languages is established by the internal regulatory documents of the University), 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 missed classes for valid reasons, including when the Student is on outpatient or inpatient treatment, he/she or through relatives or the Representative, within 2 working days, inform the relevant directorate of the Higher School (faculty) in written form about the incident, followed by the provision of documents within 5 working days from the date of closing the sheet/certificate of temporary disability (to verify their validity) or the discontinuation of extraordinary events confirming this circumstance.

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

2.4.8. Perform all types of work provided for in the individual curriculum, and receive a positive final grade for obtaining credits in 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 student 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 2.2.8. 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 Student undergoes the registration procedure for the discipline again. A student who has not scored the established number of credits and/or the minimum transfer points, who has not fulfilled his annual individual curriculum, remains for a repeated course of study in accordance with the order.

2.4.10. Follow the rules of military registration.



2.4.11. To comply with the rules of temporary registration of foreign citizens on the territory of the Republic of Kazakhstan. The Student 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;
- no later than 10 (ten) working days before the expiration of the period of temporary stay on the territory of the Republic of Kazakhstan specified in the document on temporary residence (TRP), with a continuous stay on the territory of the Republic of Kazakhstan, on the need to extend the period of temporary stay.

In case of failure to inform and/or violation of the terms and procedure for informing the University, the student reimburses 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. 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, entail non-admission of the Student to training sessions and/or current, final assessment.

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

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 Student.

2.4.15. A student 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. The student 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. In a timely manner, undergo all types of internships, defend reports on them, carry out all types of research, undergo practical training, scientific and professional internships, in accordance with the individual curriculum.

2.4.18. To bear responsibility for causing harm to the library fund (unauthorized take out of literature from the reading room of the library, damaging 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 Student and bring him to financial responsibility.

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

2.4.22. 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.), the Student 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 Student.

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 Student. At the same time, the Student is not entitled to refer to unawareness regarding amendments in the Agreement and/or the cost register, as well as existing receivables.

2.4.24. Subject to the successful delivery by the UNT Students within the period established by law and their enrollment in the University Students, the Student, when changing the educational program, undertakes, within 3 (three) calendar days from the date of approval by the University of the Application for changing the educational program, to conclude an Additional Agreement indicating the change of major and setting the cost of educational services for the year of changing the major.

If an additional agreement on the change of major is not concluded, the Order is not issued and the student is not allowed to register under the new educational program.

2.4.25. In case of expulsion of the Student who received financial support in the form of the individual cost of one credit, both at his own request/at the initiative of the Representative, and under the conditions provided for by 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 of Cost of Services and the financial support received for one credit, taking into account the number of credits for which the Student registered for the current academic year.

## **2.5. The Student has the right to:**

2.5.1. Transfer to another educational organization, from one form of education to another, from one language department to another, from one educational program (major) 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. Master credits in accordance with the rules established by the Ministry of Education and Science of the Republic of Kazakhstan and the University in other educational organizations, including under academic mobility programs.

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

2.5.6. Create a fund within the self-government bodies to raise funds 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. Contribute funds to the fund created by self-government bodies on a voluntary basis.

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.

2.5.9. No later than 5 (Five) working days before the start of the academic period, submit an application to the Academic Quality Committee of the relevant School on the inability to register for the next academic period, indicating a valid reason.

2.5.10. In case when the Student has paid for educational services, for the academic period, in which, on his personal application and with the consent of the Academic Quality Committee of the relevant School, he/she will not register, the payment is not refundable and is credited to the account of training in the next academic period.

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

3.1. The amount, procedure for paying for tuition, as well as payment of a one-time lump sum fee, 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 Student, 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.

In case of return of money to the applicant (if he/she refuses to study until the enrollment at the University), the University retains the amount approved by the Register of the cost of educational services and the Rules for Payment for Educational Services of the University, for banking, postal and other expenses.

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

3.4. In case of expulsion of the Student from the University and termination of the Agreement with him, with his/her subsequent re-admittance to the Student body, tuition fees are paid in the manner, amount and on the terms established by the regulatory documents of the University at the time of the Student's re-admittance.

3.5. Academic leave is provided to the Student who has successfully passed the UNT and is enrolled in the University's Students Body.

In case of granting the Student an academic leave on the grounds established by the legislation of the Republic of Kazakhstan in the field of higher and postgraduate education (conclusions of the EQC at an outpatient clinic for a period of 6 to 12 months due to illness, an agenda for conscription, birth, adoption of a child until he reaches the age of three years), the amount and system of tuition fees are preserved for the Student for the duration of the academic leave.

Granting permission to the Student by the Academic Quality Committee of the School not to register for one academic period (semester/trimester) is not a basis for extending the normative/recommended period of study. At the same time, the cost of training is determined in accordance with paragraph 3 of Appendix No. 1 to this Agreement.

3.6. When the Student is expelled from the University due to a disease that makes it impossible to continue the 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 this 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. The student has the right for re-admittance in the manner prescribed by law, in the absence of financial debt to the University and payment for educational services, payment of the one-time lump sum fee in the manner and within the time limits established by the agreement for the provision of paid educational services and internal local regulations of the University in force at the time of his/her re-admittance.

3.8. The Student'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 Student's participation in training sessions, taking into account clause 2.1.12 of this Agreement.

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 Student or his Representative, including the presentation of unreasonable claims to the University, will be attributed to the Student 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 of the discontinuation of studies and/or the unilateral termination of this Agreement by the Student or the Representative (regardless of the form of study).

3.10. When transferring a Student from one educational program to another, payment for the study of the discipline is made in the manner and on the terms established by the Rules for Payment for Educational and Other Services, at the cost of credits of the educational program to which the Student is transferred, established by the Register of Cost of Services for the year of transfer.

3.11. When the Student is studying in the form of an external studies, the cost of training is established in accordance with the regulatory documents of the University, in this connection, an appropriate additional agreement is concluded.

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

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 Student is not allowed to pass all types of assessment (midterm and final) and is subject to expulsion from the University. The resulting debt for training is recovered in accordance with the procedure 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 Student to register for the relevant academic period.

The contribution of funds by the Student or his Representative to repay the financial debt gives him the right to be reinstated as a Student of the University in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

4.2. The transcript and other documents from the personal file related to the Student's receipt of educational and other services of the University are issued after the Student 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 graduation from the University, a diploma of graduation from the University is not issued until the repayment of financial and other debts.

4.4. In case of violation of the terms of payment for educational services provided for in this Agreement and the Appendices to it, the Student (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 by the Student about the place of residence, telephone, marital status and other information.

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

4.8. The Student fully compensates for the damage caused and is subject to expulsion from the University's Student Body in case of violations of the conditions/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 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 must take measures for the Student to complete the academic year in other educational organizations.

6.2. Upon receipt by the Student of an individual cost reduction in the form of financial support from the University:

- the cost reduction provided for the Student for training as financial support is the property of the University and is not paid to the Student in the form of a material incentive;

- when a student is expelled from the University, the difference in the cost of training provided to the Student is cancelled and is to be reimbursed by him in the manner prescribed by clause 2.4.25 of this Agreement.

6.3. By acceding to this Agreement, the Student, 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 Student and/or his Representative 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.

## **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 Student and/or his legal Representative of the Application for Accession and, provided that the UNT is successfully passed in a timely manner and the student is included in the University's Students Body, is valid for the entire period of study in accordance with the curriculum of the University, and in terms of mutual settlements - until the Parties fulfil their obligations in full.

7.2. In case of expulsion of the Student with his/her subsequent re-admittance as a Student of the University, a new agreement is drawn up, while the conditions established at the time of the conclusion of the new agreement come into force.

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.


7.10. This Agreement is posted on the official website of the University on the Internet, the conditions and obligations of the Parties reflected in this Agreement come into force from the moment the Student signs the Application for accession to this Agreement.

*Appendix No. 1  
to the Agreement on the provision of  
paid educational services for those,  
who did not score the minimum passing score on the Unified National and/or  
Comprehensive testing (full-time education)*

## **TUITION FEE SCHEDULE**

Tuition fees are paid by the Student 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 scored by the Student for the relevant academic period.



	<b>Standard Agreement</b> <b>on the provision of educational services</b>	<b>Approved by the decision of the Board</b> <b>(Protocol No. 13 dated May 20, 2025)</b>
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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. If the Student exceeds the regulatory 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 M.S. Narikbayev KAZGUU University JSC for the corresponding year of admission loses its legal force.

The cost of 1 (One) credit for the Student who has exceeded the normative/recommended period of study is established in accordance with the Register of the cost of services of the University, approved for the corresponding academic period, for each year in which the normative/recommended period of study is extended, subject to the conclusion of an additional agreement to this Agreement.

If an additional agreement is not concluded, this Agreement is considered terminated unilaterally out of court and the Student is considered expelled from the body of students/master's students.

4. The payment for tuition, retake of the course, re-studying the discipline, taking missing credits, crediting previously studied disciplines should be made in advance.

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

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

In case of non-compliance with paragraphs 4 and 5 of this appendix, upon termination of the agreement for the provision of paid educational services, both at the initiative of the Student and at the initiative of the University, the funds are not returned to the Student, regardless of his/her participation in the classes. The payment procedure is determined by the Rules for Payment for Educational Services of the University.

7. When submitting documents for the corresponding educational program (major), the Student pays a one-time lump sum fee in the amount established by the Register of the cost of services of the University for the corresponding year of admission and the Rules for payment for educational services of the University.

When a Student enrolled as a Student of the University on the basis of an order is subsequently expelled, regardless of the grounds for subsequent expulsion, the amount of the one-time lump sum fee is non-refundable.

If this Agreement is terminated by the Student or his/her Representative before the Student's enrolment in the University on the basis of an order, a part of the one-time lump sum fee is refundable in the manner and within the time limits established by the Rules for payment of educational services of the University.

8. The Student and/or his/her 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 on the provision of**  
**paid educational services for those,**  
**who did not score the minimum passing score on the Unified National and/or**  
**Comprehensive testing (full-time education)**

## 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.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.