

**Educational Agreement No. \_\_\_\_\_**

\_\_\_\_\_[city]

[month day],\_\_\_\_ 20\_\_

<b>Contractor/ HSE University</b>	National Research University Higher School of Economics (hereinafter, “HSE University” or the “University”), on the basis of License for the Provision of Educational Services No. _____, dated [month day], 20__, issued by the Federal Education and Science Supervision Agency for a period of validity until [indicate date]_____, and Certificate of State Accreditation No. _____, dated [month day], 20__, issued by the Federal Education and Science Supervision Agency for a period of validity until [indicate date]_____, represented by _____, acting on the basis of Power of Attorney No. _____, dated [indicate date]_____.
<b>Client</b>	Represented by _____, acting pursuant to _____
<b>Student</b>	Mr/Ms ( <i>citizenship; last name, first name, patronymic (if applicable)</i> ) _____

have concluded this Agreement (hereinafter, the “Agreement”) concerning the following:

**1. SUBJECT OF THE AGREEMENT**

1.1. The Contractor shall provide paid educational services to the Student in the event of their successful completion of the competitive selection process and subsequent admission to and enrolment in studies at HSE University.

Enrolment shall be based on the results of the competitive selection process within the scope of the established number of student places and in accordance with the procedure stipulated by Russian legislation and the admissions rules for studying under degree programmes at HSE University (hereinafter, the “HSE Admission Regulations”), as well as other bylaws of the Contractor.

**The conclusion of this Agreement does not guarantee the Student’s admission to and enrolment in studies at HSE University.**

1.2. The parameters of the educational services are as follows:

<b>Name of Degree Programme</b> (hereinafter, the “Degree Programme”)	
<b>Field of study</b>	
<b>Mode of study</b>	
<b>Duration of studies under the Degree Programme (period of studies)</b> as per the HSE University Educational Standard/federal state educational standard for higher education	____ years, starting from [month day],____20__.
<b>Location of studies</b> (place for the provision of educational services)	

1.3. Upon the Student's successful completion of the state-accredited Degree Programme and their passing of the Final State Certification (hereinafter, the "FSC"), they shall be awarded a degree certificate of educational qualifications pertaining to the relevant degree level (i.e., higher education at the \_\_\_\_\_ level) in the form of a diploma in [indicate name of specialisation or field of study] \_\_\_\_\_, issued in accordance with the standard template established by the federal executive authority responsible for state policy and regulation in the field of education.

Upon the Student's successful completion of a Degree Programme without state accreditation and their passing of the FSC, they shall be awarded a degree certificate of educational qualifications pertaining to the relevant degree level in the form of a diploma in [indicate name of specialisation or field of study] \_\_\_\_\_, issued in accordance with the template independently established by the Contractor at its own discretion.

If the Student has not passed their final certification or FSC, or received unsatisfactory results from taking their final certification/FSC, or has not completed their Degree Programme in full, and/or has been dismissed or expelled from HSE University, said Student shall be issued a certificate of attendance confirming their studies, or period of study, issued in accordance with the template independently established by the Contractor.

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

### **2.1. The Contractor shall be entitled to:**

2.1.1. independently implement educational processes; select grading systems and the formats, procedures and frequency of ongoing assessments of academic performance, including interim examinations; and apply e-learning and distance learning technologies as part of implementing the Degree Programme, in accordance with the procedures established by the Government of the Russian Federation, in conjunction with supplementary measures to incentivise learning, as well as disciplinary sanctions in accordance with Russian legislation, this Agreement, and HSE University's own internal bylaws;

2.1.2. dismiss or expel the Student in accordance with the grounds prescribed by Russian legislation, this Agreement, and HSE University's own internal bylaws;

2.1.3. unilaterally terminate the Agreement in those instances provided for by the Rules for the Provision of Paid Educational Services, as approved by the Government of the Russian Federation, as well as those instances enumerated in Clause 6.3 of this Agreement;

2.1.4. decline to enrol the Student if they fail to meet the admissions requirements established by Russian legislation, the HSE Charter, and the Contractor's own internal bylaws;

2.1.5. exercise other rights as stipulated in this Agreement and/or Russian legislation.

### **2.2. The Contractor shall be obligated to:**

2.2.1. enrol the Student as a degree student, provided that they have satisfied all of the admissions criteria, as specified by Russian legislation, the HSE Charter, and the Contractor's bylaws;

2.2.2. prior to the conclusion of the Agreement, familiarise the Student and the Client with information regarding the terms and conditions of the provision of paid educational

services in accordance with Russian Federation Law No. 2300-1 “On the Protection of Consumer Rights,” dated February 7, 1992, and Federal Law No. 273-FZ “On Education in the Russian Federation,” dated December 29, 2012, as well as the HSE Charter, the University’s certificate of state registration, license for the provision of educational services, and certificate of state accreditation, the educational programmes offered at HSE University, the University’s Student Internal Regulations, and the respective regulations of regional campuses (in relevant cases), documents governing educational services and processes at HSE University, and the rights and obligations of the Student, as well as duly inform the Student that all aforementioned documents are publicly accessible on HSE University’s official site (portal) at: [www.hse.ru](http://www.hse.ru);

2.2.3. organise and ensure the reliable provision of educational services, as specified in Clause 1 of this Agreement. The educational services shall be provided in accordance with the HSE University Educational Standard/Federal State Educational Standard, the relevant curriculum, including the working curriculum, or individual curriculum (if applicable), the academic calendar, the class timetable, and the Contractor’s own internal bylaws and regulations;

2.2.4. provide the Student with those conditions deemed necessary for them to master the Degree Programme;

2.2.5. issue a degree certificate to the Student provided that they have successfully completed all types of final examinations/Final State Examinations included in the final certification/FSC;

2.2.6. respect the person of the Student, while also not allowing them to be subjected to physical and/or psychological harm, injury or abuse, as well as to foster conditions for the moral, physical, psychological and emotional well-being of the Student with due consideration for their individual circumstances; respect the Student’s dignity, protect them from all forms of physical or psychological harm, injury or abuse, while also ensuring the protection of their life and health;

2.2.7. notify the Student and the Client regarding any increase in the cost of tuition for educational services under the Agreement (as adjusted for the rate of inflation) by sending a written notification about the given tuition increase to the respective address(es) of the Student and the Client, as specified in the Agreement, or delivering such notification to the Student and the Client in person against signed receipts;

2.2.8. publish notifications regarding any increase in the cost of tuition for the educational services, as adjusted for the rate of inflation, on HSE University’s corporate official website (portal) at: [www.hse.ru](http://www.hse.ru);

2.2.9. receive payments for educational services, as per the terms of the Agreement;

2.2.10. assist the Student (if they are a foreign citizen) in obtaining a visa for studying in the Russian Federation, returning to their home country, or travelling within the Russian Federation, as required for study-related purposes, and subject to established procedures;

2.2.11. at the Client’s request, provide information about the Student’s performance and attendance in accordance with the class timetable.

### **2.3. The Contractor shall not be responsible for:**

2.3.1. insuring the Student’s life, health or personal property, including providing medical insurance;

2.3.2. covering the costs of the Student's travel to Russia and return travel to their home country or travel to any other countries, as well as their registration or visa fees or the cost of any travel within the Russian Federation;

2.3.3. living costs for the stay of the Student's family members or any other guests in the Russian Federation, or the provision of accommodations for such persons;

2.3.4. covering court fees or other expenses associated with the Student's violation of Russian civil, administrative or criminal legislation.

#### **2.4. The Student shall be entitled to:**

2.4.1. obtain information from the Contractor regarding any questions pertaining to the organisation and due provision of educational services, as stipulated in Clause 1 hereof;

2.4.2. receive full information from the Contractor about their academic performance, as well as the relevant assessment criteria;

2.4.3. as per the procedures established by the Contractor's internal bylaws, use its property and facilities, as deemed necessary for mastering the Degree Programme during classes according to the established class timetable;

2.4.4. contact the Contractor's staff members with respect to issues regarding the learning process at the University;

2.4.5. take part in public, cultural, recreational and/or other events arranged by the Contractor as per the procedures established by the Contractor's bylaws;

2.4.6. unilaterally terminate this Agreement before its expiration date (thus resulting in the Student's dismissal) provided that all expenses actually incurred by the Contractor for the Student's instruction prior to the date of their dismissal have been reimbursed by the Client to the Contractor;

2.4.7. familiarise themselves with the information and documents indicated in Clause 2.2.2 herein;

2.4.8. pursue studies as per their individual curriculum, including the right to fast-track studies within the respective Degree Programme, in accordance with the Contractor's bylaws;

2.4.9. contact the Contractor with respect to the transfer of credits earned for individual elements of the Degree Programme completed by the Student at other educational institutions, as part of ongoing assessments of academic performance and/or interim assessments;

2.4.10. exercise any other academic rights stipulated by [Part 1, Article 34](#) of Federal Law No. 273-FZ "On Education in the Russian Federation," dated December 29, 2012.

#### **2.5. The Student shall undertake to:**

2.5.1. master the Degree Programme in good faith and follow its curriculum, including the individual curriculum, as well as its academic calendar; complete the curriculum; consult with teachers or teaching assistants (if the Student experiences difficulties in meeting the requirements of the Degree Programme); attend the classes prescribed by their individual curriculum in accordance with the timetable; engage in self-study for classes in accordance with course syllabi (e.g., reading the relevant academic literature and materials and other resources listed in the relevant course syllabi); complete assignments designated by course

teachers as part of completing curricular elements; and take part in assessment elements for specific courses;

2.5.2. view their interim assessment results for courses in their e-grade book, as posted in the HSE University virtual learning environment;

2.5.3. comply with the requirements of legislation on education, the HSE Charter and the University's bylaws, as well as the Student Internal Regulations and this Agreement;

2.5.4. regularly familiarise themselves with information on the homepage of the HSE University corporate website (portal) at: <http://www.hse.ru>, as well as on the webpages of University subdivisions engaged in the provision of the Degree Programme, the webpage of the Degree Programme itself, and the HSE University corporate website (portal), along with information about approving, amending or invalidating HSE University's internal bylaws;

2.5.5. comply with established academic standards when completing written or verbal work, and, in particular, refrain from copying or submitting work authored by other persons, and committing plagiarism or fraud in preparing written works, as well as fabricating data and results in written research work, infringing on intellectual property rights (e.g., copyright, related rights, patent rights and other rights), as well as utilising, when taking part in ongoing assessments of student academic performance, e.g., interim and final assessments, automated and other means for obtaining information from any resources and other parties;

2.5.6. notify the Contractor of valid reasons for missing classes under the Degree Programme in line with a class timetable, or for one's failure to take part in ongoing and interim assessments, as well as final certification/Final State Certification;

2.5.7. treat with due care the property of the Contractor and organisations taking part in the provision of educational programmes and student internships (hereinafter "Partner Organisations"); compensate for any damages caused to the Contractor's and Partner Organisations' property that is used in the academic process, in accordance with Russian legislation and HSE University's bylaws;

2.5.8. in the event of the unilateral termination of this Agreement, provide written notification of this to the Contractor in advance;

2.5.9. upon admission to HSE University and during their studies, promptly provide all necessary documents.

If the Student is a foreign citizen, they shall undertake to submit to HSE University's Admissions Office, within the deadlines set by the University's admissions regulations for the respective academic year, a certificate of education and/or qualification, legalised as per the procedures established by Russian legislation, or with an apostille (except in those cases when, as per Russian legislation and/or an international treaty, no legalisation or apostille is required), along with a certificate of recognition, as per the established procedures for recognising foreign educational credentials at HSE University.

If the aforementioned documentation cannot be submitted to HSE University by the enrolment deadline, international students should provide provisional documentation confirming their foreign education and/or qualification if the education stated therein is recognised by the Russian Federation at the relevant degree level, as well as documents with the results of their most recent assessment, issued by an academic institution where

they are studying in their country of residence (certificate on academic performance, transcript or other document confirming the receipt of education at the relevant degree level). Such documents shall be presented by the Student subject to the subsequent obligation to submit original copies of said documentation, as specified in Paragraph 2 of this clause of the Agreement (hereinafter, the “obligation”);

2.5.10. within a week’s time, inform the relevant programme office of the Degree Programme about any changes to the Student’s personal data;

2.5.11. for every academic year following the year of the Student’s admission to HSE University, familiarise themselves with information about tuition fees, and tuition increases in accordance with the current rate of inflation, as posted on the University’s corporate website (portal) at: [www.hse.ru](http://www.hse.ru), as well as receive written notifications with said information from the Contractor;

2.5.12. take care of their health, while also striving for moral, spiritual, and physical development and self-improvement;

2.5.13. respect the honour and dignity of other learners and staff members at HSE University, while also not hindering other students’ pursuit of their studies;

2.5.14. within 5 (five) business days after receiving an addendum from the Contractor on amendments to the terms of the Agreement, submit to the Programme Office, via any convenient means (in person or by post), an original copy of the signed addendum. If the Student does not return the original addendum with their signature by the aforementioned deadline, such amendments shall be deemed to have been agreed upon by the Parties and shall apply to the terms of the Agreement. Subsequently, the Student may not cite their failure to sign the addendum. If the addendum is signed with the use of a digital signature, it is not necessary to return the original copy of the addendum;

2.5.15. carry out other obligations, as stipulated by the Agreement and Russian legislation.

## **2.6. The Client shall be entitled to:**

2.6.1. receive information from the Contractor regarding the organisation and appropriate provision of the educational services, as specified in Section 1 of this Agreement;

2.6.2. receive information regarding the Student’s academic progress, behaviour, overall attitude to their studies in general and individual disciplines included in the curriculum, as well as their attendance at classes according to the established class timetable;

2.6.3. unilaterally terminate this Agreement, thereby resulting in the Student’s dismissal, provided that all the expenses actually incurred by the Contractor for the Student’s training prior to the date of the Student’s dismissal are reimbursed by the Client to the Contractor.

## **2.7. The Client shall undertake to:**

2.7.1. pay for the fee-based educational services provided to the Student specified in Section 1 hereof in the amount and within the timeframe specified in Section 3 hereof, as well as submit relevant documents confirming payment to the Contractor;

2.7.2. familiarise themselves with the information provided in Clause 2.2.2 herein in regards to the procedure for determining tuition fees, as well as any amendments thereto;

2.7.3. for every academic year following the year of the Student’s admission to HSE University, familiarise themselves with the information about tuition fees, and tuition increases in accordance with the current rate of inflation, as posted on the University’s

corporate website (portal) at: [www.hse.ru](http://www.hse.ru), as well as receive written notifications containing said information from the Contractor;

2.7.4. compensate for any damage caused to the property of the Contractor and Partner Organisations used for the purposes of the academic process, in accordance with Russian legislation and HSE University bylaws;

2.7.5. ensure that the Student attends classes according to the established class timetable;

2.7.6. if the Agreement is unilaterally terminated at the Client's initiative, notify the Contractor and the Student in writing within 10 (ten) calendar days prior to the anticipated termination date by sending a notice to the Student and the Contractor at the address(es) specified in the Agreement;

2.7.7. upon the Student's admission to HSE University and during their studies, promptly provide all necessary documents. Within a week's time, inform the programme office about any changes to the Client's personal data provided in the Agreement.

### **3. TUITION FOR EDUCATIONAL SERVICES AND PAYMENT PROCEDURES**

3.1. The total cost of tuition for the educational services hereunder for the entire period of studies under the Degree Programme shall be determined as the sum of the cost of the educational services under the Degree Programme for all years of study thereunder. The total tuition fee for all academic years during the provision of the educational services hereunder and as of the signature date hereof shall come to RUB (Russian roubles) \_\_\_\_\_. The total cost of the educational services hereunder shall be exempt from VAT, pursuant to Sub-Clause 14, Clause 2, Article 149 of the Tax Code of the Russian Federation.

The cost of tuition for the educational services under the Agreement for a single academic year as of the signature date hereof shall come to RUB \_\_\_\_\_, exempt from VAT, pursuant to Sub-Clause 14, Clause 2, Article 149 of the Tax Code of the Russian Federation.

3.2. Tuition fee payments under this Agreement shall be made as per the payment schedule, as set forth in Clause 3.3 of the Agreement, unless otherwise specified in an Annex on the provision of a tuition discount (if any), to the Contractor's settlement account via bank transfer.

3.3. Payment schedule:

Tuition payment	Amount (RUB)	Payment deadline
<b>First academic year</b>		
First instalment (50%) of the tuition fee payment for the given academic year		<b>1. If the Student is a Russian citizen – within 3 (three) business days:</b> 1) after the Client signs the Agreement – if the Agreement was signed in hard copy; 2) after the Contractor sends a written offer to conclude the Agreement, or a draft Agreement in electronic format via

		<p>the Student's MyHSE Services Account (hereinafter, the "Student's MyHSE Services Account"), or the email addresses of the Client and the Student if the Agreement is signed remotely in electronic format.</p> <p><b>2. If the Student is a foreign citizen</b>  – <b>within 14 (fourteen) days</b> after the Contractor sends a written offer to conclude a draft Agreement in electronic format to the email addresses of the Client and the Student.</p> <p>3. Payment must be made by the indicated date if less than 3 (three) days remain before the final day of the period for concluding educational agreements as established by the HSE Admission Regulations for the given Degree Programme.</p>
Balance tuition payment for the given academic year		By February 20 of the current academic year
<b>Each subsequent academic year</b>		
First instalment (50%) of the tuition fee payment for the given academic year		By August 25 preceding the beginning of the given academic year
Balance tuition payment for the given academic year		By February 20 of the current academic year

3.4. If the Client is an individual, the latter is hereby entitled to pay for the cost of tuition for the Contractor's educational services in cash, by depositing the relevant amount in a credit organisation/bank, or with a payment agent (sub-agent) who provides depositing services for individuals.

The obligation to pay tuition for the educational services shall be deemed fulfilled as at the date when the funds are credited to the Contractor's settlement account.

3.5. The cost of tuition for educational services for the academic years, starting from the year following the year of the Student's admission to and enrolment at HSE University, may be subject to an increase in accordance with the rate of inflation, as stipulated in the key federal budget indicators for the following fiscal year and planning period, on the basis of an official University directive on approving the cost of tuition for educational services, but no more than once per academic year. Such an increase shall be duly formalised by an addendum to this Agreement.



The cost of fee-based educational services may be reduced if the Student is granted a discount on their tuition, based on the grounds and in accordance with the procedures established by the Contractor's internal bylaws.

If the Student or the Client informs HSE University that the Student is entitled to a tuition discount before the date of conclusion of the Agreement, and the amount of such a discount is known prior to said date, the discount shall be granted in accordance with an Annex on the provision of a tuition discount, which shall be signed as per the procedures described herein.

If the Student or the Client informs the University that the Student is entitled to a discount after the date of conclusion of the Agreement, and/or the amount of the discount was not known prior to said date, the discount shall be granted in accordance with an addendum to the Agreement.

3.6. In case of non-compliance with the payment terms under the Agreement:

prior to the Student's admission to and enrolment at HSE University, the Contractor shall be entitled to terminate this Agreement unilaterally;

after the Student's admission to and enrolment at HSE University, the Contractor shall be entitled to suspend the provision of educational services hereunder. If the payment is not credited to the Contractor's account within 3 (three) business days after the due date, the Contractor shall be entitled to terminate this Agreement unilaterally, which shall in turn result in the Student's dismissal.

3.7. The Student's failure to attend classes, in accordance with the class timetable, as well as ongoing and interim tests, shall not serve as grounds for non-payment for the Contractor's services.

3.8. If the Student is dismissed or expelled from HSE University, the amount of tuition paid proportionate to the portion of the services already provided up until the date of the Student's dismissal or expulsion shall not be refundable to the Client.

3.9. Furthermore, upon the early termination of this Agreement, the Client must pay in full for the educational services provided by the Contractor up until the date specified in the directive on the Student's dismissal or expulsion.

3.10. The tuition fee amount shall be fully reimbursable to the Client in those cases specified in Clause 5.3 of the Agreement. The Contractor shall reimburse such funds within 30 (thirty) calendar days upon receipt of the Client's written request for a refund, specifying the following details: the Student's full name; the Client's name and taxpayer identification number (hereinafter, "INN") if the Client is a legal entity, and the Client's full name if the Client is an individual; the Student's passport details (passport series and number), the main details (date and number) of the Agreement, the name of the Degree Programme, the bank details for the transfer of funds, and the total amount subject to reimbursement.

3.11. If the Student has been granted a credit transfer for individual elements of the Degree Programme that they have completed at other academic institutions, in accordance with Clause 2.4.9 of the Agreement, neither the scope of the educational services provided hereunder nor the cost of said educational services shall be subject to any reduction.

3.12. If the Client is a legal entity, the Parties shall be entitled to draw up a Delivery and Acceptance Certificate in regards to the educational services rendered under the Agreement (hereinafter, the "Certificate") and/or a final Certificate in accordance with the following

procedure:

3.12.1. The Contractor shall send a signed Certificate to the Client and the Student before February 20 and August 25 in each academic year. The Client and the Student shall then sign the Certificate within 5 (five) business days upon receipt from the Contractor, or provide a substantiated refusal to sign the Certificate within the same time period. In the event of the Client's and/or Student's substantiated refusal to sign, or evasion from signing, the Certificate within 5 (five) business days upon receipt of the Certificate from the Contractor, the educational services shall be deemed to have been duly provided by the Contractor and accepted by the Client and/or the Student in full.

3.12.2. Upon completion of studies by the Student, the Contractor shall send a final Certificate to the Client and the Student within 10 (ten) business days. The Client and the Student shall then sign the final Certificate within 10 (ten) business days upon receipt from the Contractor or provide a substantiated refusal to sign the final Certificate within the same time period. In the event of the Client's and/or Student's substantiated refusal to sign, or evasion from signing, the Certificate within 10 (ten) business days upon receipt of the final Certificate from the Contractor, the educational services shall be deemed to have been duly provided by the Contractor and accepted by the Client and/or the Student in full.

#### **4. LIABILITY OF THE PARTIES**

4.1. In the event of a failure to perform, or the improper performance of, any obligations hereunder, the Parties shall be liable as stipulated by Russian legislation, including the Civil Code of the Russian Federation; federal laws; Russian Federal Law No. 2300-1 "On the Protection of Consumers' Rights," dated February 7, 1992; and the Rules for the Provision of Paid Educational Services, as approved by the Government of the Russian Federation; as well as other relevant regulations and this Agreement.

4.2. If a deficiency is identified in the fee-based educational services, e.g., if they have not been provided in full, as stipulated by the relevant Degree Programme, the Client shall be entitled to demand the following, at their own discretion:

4.2.1. provision of the fee-based educational services free of charge;

4.2.2. proportional reduction in the cost of the fee-based educational services already rendered;

4.2.3. reimbursement of expenses incurred by the Client toward eliminating the deficiencies in the services rendered, either via their own efforts or through third parties.

4.3. The Client shall be entitled to repudiate the Agreement and demand full reimbursement of losses, if, within 2 (two) months after the Client's demand for the elimination or rectification of deficiencies was served, the Contractor has failed to rectify said deficiencies in the fee-based educational services. The Client may also repudiate the Agreement should they discover a significant deficiency in the fee-based educational services rendered or other material breach of the terms and conditions of the Agreement.

4.4. If the Contractor has not complied with the timeframe for the provision of the fee-based educational services, including the start and end dates of said services and/or the intermediate timeframe for providing said services, or if, during the provision of said educational services, it became clear that they would not be provided on time, the Client shall have the following options, to be pursued at their own discretion:

4.4.1. set a new timeframe during which the Contractor must start rendering the fee-based educational services and/or finalise the provision of said services;

4.4.2. engage third parties to render the fee-based educational services for a reasonable fee and demand that the Contractor reimburse the Client for its expenses thereby incurred;

4.4.3. demand a proportional reduction in the tuition fee for the fee-based educational services;

4.4.4. terminate the Agreement.

4.5. The Client shall be entitled to demand that the Contractor reimburse them for all expenses incurred as a result of the Contractor's non-compliance with the start and/or end dates for the provision of fee-based educational services, as well as any related deficiencies.

4.6. The Client shall be liable for their failure to fulfil, or the inadequate fulfilment of, its payment obligations, as stipulated in the Agreement. If the Client fails to pay for the fee-based educational services rendered by the Contractor in due time, as specified in the Agreement, the Contractor shall be entitled to terminate the Agreement unilaterally.

4.7. The Student shall be liable for their failure to perform, or for their improper performance of, the obligations set forth under the Agreement.

If the Student fails to fulfil their obligations, the following sanction(s) may be imposed on them: a warning, a reprimand, or expulsion.

By decision of the Contractor, a minor Student (who is at least 15 years of age) may be expelled from HSE University if other disciplinary and pedagogical measures have failed to produce a positive outcome and the Student's ongoing presence at the University would have a negative impact on other learners and would represent a violation of their rights and the rights of University staff, and would interfere with the University's everyday operations.

Disciplinary measures shall not be imposed on the Student during periods of their illness, as well as during holidays, maternity leave, parental leave, or an exceptional leave of absence.

Any decision to expel a minor Student who is an orphan or a child without parental care is subject to approval by the Committee for Juvenile Affairs and Protection of the Rights of Minors, as well as the relevant Russian child protection, custody and guardianship agency.

4.8. The Contractor shall be exempt from liability for their partial or complete failure to meet their obligations hereunder if the given failure resulted from force majeure events, i.e., extraordinary or unavoidable circumstances that occurred beyond the reasonable control of the Parties and could not be foreseen or avoided. Such circumstances include, among other instances, natural disasters (earthquakes, floods, hurricanes, etc.), fire, epidemics, pandemics and/or related restrictions, strikes, military operations, terrorist acts, sabotage, traffic restrictions, state-imposed prohibitive measures, prohibitions on trade operations, e.g., with respect to individual countries, due to the adoption of international sanctions, and other extraordinary and unavoidable circumstances that arose against the will of the Contractor. Such circumstances shall not include any breaches of obligations on the part of third parties and/or the lack of relevant goods/services in the market required for the execution of the Agreement.

Confirmation of the onset of force majeure circumstances may include, but not be limited to, decisions by the relevant state authorities (adopted on the basis of regulatory acts at the federal and/or regional levels in the Russian Federation, introducing appropriate restrictions, prohibitions, etc.) that officially recognise the circumstances as such, as well as certificates of force majeure issued by the Chamber of Commerce and Industry of the Russian Federation, documents issued by the Ministry of Internal Affairs of the Russian Federation, the Ministry of the Russian Federation for Civil Defence, Emergencies and Elimination of the Consequences of Natural Disasters (EMERCOM of Russia) (fire inspectorate), meteorological (seismological) services, and other competent authorities, via communications in the media and other information sources, as well as other documents.

4.9. If the Contractor is unable to fulfil its obligations, it shall undertake to inform the Client and the Student in writing within a reasonable period of time about the start and commencement of the aforementioned circumstances.

4.10. If force majeure events directly affect the Party's capability to fulfil obligations in due time, in accordance with the terms and conditions hereunder, the execution date shall be postponed in proportion to the duration of said force majeure event.

4.11 The Contractor shall not be responsible for any delay in the fulfilment of obligations arising as a result of force majeure circumstances.

## **5. TERM OF VALIDITY OF THE AGREEMENT AND THE PROCEDURE FOR SIGNING THE AGREEMENT**

5.1. This Agreement shall come into force upon its signing by the Parties and shall be valid until all obligations hereunder are fulfilled by the Parties.

5.2. The Agreement may be concluded and signed by the Parties by means of one of the methods established in accordance with the standard procedure for the conclusion, signing, amendment and termination of educational agreements with students of Degree Programmes at HSE University. The Client and the Student shall choose an appropriate method for signing the Agreement at their own discretion.

If the Client is a legal entity, the Agreement may be signed only by the Parties personally.

5.3. If the Student is a foreign citizen, the Parties hereby agree that, pursuant to Clause 1, Article 157 of the Civil Code of the Russian Federation, the Agreement represents a conditional arrangement: the rights and obligations of the Parties hereunder arise upon the acceptance of the offer for signing the Agreement, submitted by the sending Party, as per the procedures specified herein, but only provided that the Student submits the documents specified in Section 2 hereof. If the Student fails to fulfil their obligations under Section 2 hereof, the Agreement shall be deemed not to have been concluded, and no rights and obligations with respect to the Parties shall arise hereunder. If the Agreement comes into force, it shall remain valid until the Parties completely fulfil their respective obligations hereunder.

5.4. In the event that a Student who is a foreign citizen fails to fulfil their obligation to provide original documents, the Contractor shall be entitled to expel the Student, thus resulting in the termination of this Agreement.

## **6. PROCEDURES FOR AMENDING AND TERMINATING THE AGREEMENT**

6.1. The terms and conditions of this Agreement may be amended with the consent of the Parties, or in accordance with Russian legislation. Amendments may be drawn up as addendums concluded in accordance with Articles 434 and 438 of the Civil Code of the Russian Federation, including by:

6.1.1. drawing up a document (including an electronic document) to be signed by the Parties;

6.1.2. exchanging documents, including by electronic means;

6.1.3. the fulfilment by the recipient of the relevant offer of the established conditions within the specified period for acceptance of the offer.

6.2. This Agreement may be terminated upon the mutual consent of the Parties.

6.3. This Agreement may be terminated unilaterally at the initiative of the Contractor in the following cases:

6.3.1. the application of expulsion as a disciplinary measure to a Student who is at least 15 years of age;

6.3.2. the Student's failure to meet their obligations to conscientiously master the Degree Programme and follow the curriculum;

6.3.3. the Student's non-compliance with HSE University's admission procedures, thus resulting in their illegal enrolment;

6.3.4. arrears in paying tuition stemming from the Client's failure to pay for the Contractor's educational services by the deadline stipulated under the Agreement;

6.3.5. if the Contractor's proper performance of its obligation to provide fee-based educational services is precluded by the actions (inaction) of the Student.

6.4. If the Student is dismissed or expelled at the Contractor's initiative, the Contractor shall notify the Client and the Student about the unilateral termination of the Agreement by sending written notification stating the reasons (grounds) for such termination to the address(es) specified in the Agreement.

6.5. The Agreement may be terminated on the basis of a directive issued by the Contractor to expel the Student from HSE University. The Agreement shall be deemed terminated, and the respective rights and obligations of the Parties hereunder shall cease from the date of the directive on the Student's expulsion, or from the date specified in the relevant directive.

6.6. This Agreement may be terminated at the Student's initiative and/or that of the parents (or legal guardians) of the Student if they are a minor (e.g., if the Student transfers to another academic institution to continue their degree programme).

If the educational relationship is terminated at the Student's own initiative, their request for termination of the educational relationship should indicate their preferred date for the termination of studies under the Degree Programme, which must not be earlier than the date of the Student's termination notice. In turn, the Student will be formally dismissed as at the date they have indicated in their request, about which the Contractor shall issue a relevant directive.

6.7. The Agreement shall be automatically terminated if the Parties are unable to fulfil their obligations due to circumstances beyond their control, such as:

6.7.1. the Contractor's liquidation;

6.7.2. the Student's non-enrolment in studies at HSE University;

6.7.3. under any other circumstances that prevent the Parties from fulfilling their obligations.

The Parties shall not be liable for the non-fulfilment or improper fulfilment of their obligations that stems from such circumstances.

6.8. The tuition fee amount shall be fully reimbursable if the Agreement is terminated on the grounds specified in Sub-Clause 6.7.2, Clause 6.7 of the Agreement. The Contractor shall reimburse such funds within 30 (thirty) calendar days upon receipt of the Client's written request for a refund, specifying the following details: the Student's full name; the Client's name and INN if the Client is a legal entity, and the Client's full name if the Client is an individual; the Student's passport details (passport series and number), the main details (date and number) of the Agreement, the name of the Degree Programme, the relevant bank details for the transfer of funds, and the total amount subject to reimbursement.

6.9. The Contractor shall be entitled to decline to perform its obligations hereunder provided that the Client is fully reimbursed for its losses.

6.10. The Client shall in turn be entitled to decline to perform its obligations hereunder provided that the Contractor is reimbursed for its expenses actually incurred in fulfilling its obligations hereunder.

## **7. APPLICABLE LAW. LEGALLY BINDING COMMUNICATIONS**

7.1. With respect to all other instances not foreseen in this Agreement, the Parties shall be guided by the Civil Code of the Russian Federation, federal laws, and other regulatory acts, as well as the HSE Charter and the internal bylaws of the Contractor.

7.2. All messages, warnings, notifications, claims, and other legally binding communications (hereinafter, "communications") between the Parties during the performance of this Agreement shall be transmitted in writing by email to the following addresses:

for the Client: to the Client's email address, as specified in the Agreement;

for the Student: to the Student's own email address, as specified in the Agreement, and/or to their corporate email address assigned under the @edu.hse.ru domain;

for the Contractor: to the email address specified in the Agreement, and/or the corporate email addresses of the Agreement's signatory on behalf of HSE University, the faculty dean/head of the Master's degree-level school or department implementing the relevant Degree Programme, and/or the Degree Programme manager/head/teacher and learning support specialist with an email address assigned under the @hse.ru domain.

To be considered legally binding, communications must be dispatched from the addresses specified in this paragraph and to the specified addresses.

7.3. A communication sent via email shall be deemed to have been delivered to the recipient Party on the day of its successful dispatch. However, an email communication shall not be deemed to have been delivered if the sending Party receives a delivery failure message.

7.4. The Student's personal data shall be processed for the purposes of signing and executing this Agreement to the extent necessary for the Student to master the Degree Programme, e.g., through the use of automated means via HSE University's information systems (Clause 5, Part 1, Article 6 of Federal Law No. 152-FZ "On Personal Data," dated July 27, 2006).

HSE University shall process a Student's personal data in order to comply with legislation on education (Clause 2, Part 1, Article 6 of Federal Law No. 152-FZ "On Personal Data," dated July 27, 2006), with the Student's consent, which they have submitted to HSE University.

7.5. This Agreement shall be governed by the laws of the Russian Federation. Judicial jurisdiction shall be determined in accordance with the relevant Russian legislation. The place of performance of the Agreement shall be deemed the place of the provision of the educational services under the Agreement in accordance with HSE University's License for the Provision of Educational Services.

7.6. Details specified in the Agreement must correspond to the information posted on the HSE University official website (portal) at: [www.hse.ru](http://www.hse.ru).

7.7. The period for the provision of educational services (i.e., period of studies) shall refer to the period from the date of issue of the relevant directive on the Student's enrolment at HSE University up until the date of issue of the relevant directive on their completion of studies or dismissal/expulsion from HSE University.

7.8. The text of the Agreement, as provided to the Student and the Client, shall correspond to the text approved by the Contractor's internal bylaws. If the text of the Agreement returned from the Student and the Client differs from that of the original Agreement presented to the Student and the Client, the terms of the Agreement as originally transmitted to the Student and the Client shall apply.

## **8. ADDRESSES AND BANK DETAILS OF THE PARTIES**

### **Contractor**

HSE University (National Research University Higher School of Economics)

Location: \_\_\_\_\_, Moscow, Ulitsa \_\_\_\_\_

Tel.: \_\_\_\_\_

email: \_\_\_\_\_

OGRN (Main State Registration Number): 1027739630401

INN (Taxpayer Identification Number): 7714030726 KPP (Registration Reason Code)

Bank details: \_\_\_\_\_

OKTMO \_\_\_\_\_

OKPO \_\_\_\_\_

See payment order template on the HSE University website at:

\_\_\_\_\_  
**Client**

Located at: \_\_\_\_\_

Tel.: \_\_\_\_\_

email: \_\_\_\_\_

INN (Taxpayer Identification Number): \_\_\_\_\_ KPP (Registration Reason Code): \_\_\_\_\_

Bank details: \_\_\_\_\_

**Student** \_\_\_\_\_

Date and place of birth: \_\_\_\_\_

Passport serial No., issuing authority and date: \_\_\_\_\_

Residential address (as per the Student’s passport): \_\_\_\_\_

Address of actual residence: \_\_\_\_\_

Tel.: \_\_\_\_\_

email: \_\_\_\_\_

Contractor	Client	Student
HSE University		
_____	_____	_____
_____	_____	_____
(full name)	(full name)	(full name)
	I have read and understand the Contractor’s internal bylaws:	I have read and understand the Contractor’s internal bylaws:
	_____/____	_____/____