

Approved

By the Order N182/08 of 18 September 2019

of the Rector of THU

**EDUCATION SERVICE  
AGREEMENT**

N \_\_\_\_\_

Tbilisi

“ \_\_\_\_ ” \_\_\_\_\_ 20\_\_

Tbilisi Humanitarian Teaching University LLC (hereinafter referred to as the University), represented by its Rector Valentina Sakvarelidze, on the one hand, and \_\_\_\_\_, Personal N \_\_\_\_\_, ID/Passport N \_\_\_\_\_, on the basis of the certificate N \_\_\_\_\_ issued by the National Examination Centre (hereinafter referred to as the Student or the Vocational Student), on the other hand, conclude the given Agreement on the following:

**1. Subject of Agreement**

1.1. In accordance with the given Agreement, the University shall render the Student or the Vocational Student the Educational Service, on the basis of the accredited educational program \_\_\_\_\_ developed by the University (vocational, Bachelor's, Master's, a single-stage program), which is attached hereto in the form of an Annex and represents the inseparable part hereof, on the basis of the payment of the fee considering the tariff set for the rendered educational service and paid by the Student or the Vocational Student to the University;

1.2. The tariff set for the educational service comprises GEL \_\_\_\_\_ ( \_\_\_\_\_ ) per semester/education stage; the tariff set for the educational service may be decreased by the University at its own discretion, and such tariff may only be increased (the change of the material provision of the Agreement) on the basis of the reasonable grounds determined by the Civil Legislation of Georgia;

1.3. The Student or the Vocational Student shall, before the beginning of education on the basis of the relevant semester/education stage, pay the fee for the education on the basis of the semester/education stage under the educational program developed by the University and defined under the given Agreement and/or cover the fee on the basis of the grant obtained;

1.4. Non-payment of the fee for the educational program under the given Agreement by the Student or the Vocational Student within the term specified by the given Agreement (before the beginning of each semester) shall be deemed the violation of the material provisions of the given Agreement, due to which the University shall be authorized to terminate the given Agreement concluded with the Student or the Vocational Student, and to suspend the status of the Student or the Vocational Student, within the maximum time frame provided for by the legislation of Georgia. The Student or the Vocational Student whose status has been suspended shall not be registered as the active student of the relevant semester;

1.5. The given Agreement shall be concluded with the person who has been enrolled in the University on the basis of the results of the Unified National Examinations or other procedures provided for by the legislation of Georgia (on the basis of the Order of the Minister of Education and Science of Georgia/on the basis of mobility, and with the person who has presented the cheque certifying the payment of the tariff (tuition fee) determined for educational service for the first (relevant) semester (stage) (in the case of obtaining the grant – the document certifying the obtaining of the grant and the cheque certifying the payment of the difference between the tuition fee and the volume of the grant).

Student

Parent (Custodian, guardian)

Rector

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## **2.Rights and Obligations of a Student**

1.6. The Student or the Vocational Student shall be authorized to require from the University the compliance with the obligations under this Agreement and to provide the educational program in accordance with the standards determined by the legislation of Georgia, and to comply with the material and technical and other conditions for education and intellectual development;

1.7. To exercise the rights provided for by the Law of Georgia on Higher Education or on Vocational Education;

2.3. Enjoy the rights provided for by Articles 23 and 25 of the Regulations of the University;

2.4. The Student or the Vocational Student shall be obliged to observe and strictly comply with the conditions of the given Agreement, the legislation of Georgia, the Regulations of the University, the Internal Rules of the University, and to comply with the orders of the Rector of the University, the decisions of the Academic Council and of the Representative Council, and the decisions of the Faculty Council;

2.5. For obtaining the academic degree the Student or the Vocational Student shall be obliged to complete the selected academic program, to obtain the credits in all compulsory disciplines under the educational program, and in disciplines offered by the program and in those selected by him/her in order to gain credits ----- (30,40,60,240,120,300) as defined in the Georgian legislation and the program;

2.6. The Student or the Vocational Student shall be obliged to comply with the education plan (a syllabus) presented by the lector in the beginning of the academic year, and the requirements stipulated therein, which represents the privileged rules applicable in the course of teaching a subject;

2.7. The Student or the Vocational Student shall have no right to assign the obligations under the Agreement to other persons;

2.8. The Student or the Vocational Student shall be obliged to ensure appropriate maintenance and protection of the property, equipment and materials belonging to the University, otherwise, he/she may be imposed a material liability;

2.9. The Student or the Vocational Student shall be obliged to inform the University on the change of the address and other personal information provided in the personal card, as in the course of carrying out any activity by the University with regard to the Student or the Vocational Student, the data provided in the personal card of the Student or the Vocational Student shall be used;

2.10. The Student or the Vocational Student shall have no right to use the material, books and supplementary manuals obtained in the University in other institutions;

2.11. In the case of the violation of any paragraph of the Internal Regulations of the University by the Student or the Vocational Student, the University shall be obliged to act in accordance with Internal Regulations and Internal Regulatory Acts of the University, and the Student or the Vocational Student shall confirm the fact, that he/she has read the Internal Regulations of the University and that he/she completely agrees with it;

2.12. In the case of the non-fulfillment of the conditions of the given Agreement by the Student or the Vocational Student, also in the case of the serious violation of the Internal Regulations, the University shall be authorized to take appropriate measures in accordance with procedures for obtaining students'

Student

Parent (Custodian, guardian)

Rector

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status, its suspension, termination, mobility, and the acknowledgement of education obtained during the academic year or the Regulations of the Vocational Education and the acting legislation, or to suspend the students' status.

### **3. Rights and Obligations of the University**

3.1. The University shall be obliged to carry out educational activities in accordance with the Georgian legislation, and the Regulations of the University, to comply with the standards of authorization and/or accreditation;

3.2. The University shall be obliged to ensure the Student and the Vocational Student with educational material and manuals. The University shall have its own library, where the Student may request different books and materials;

3.3. The University shall be obliged to ensure the student or the Vocational Student with appropriate conditions for study and relevant technical equipment or the education grounds, in accordance with the technical rules of safety and sanitary norms;

3.4. The University, as the higher educational institution, shall not approve the plagiarism, non-sanctioned and unauthorized collaboration, re-writing, submission of one and the same work for several times, theft, fraudulent practice and all those actions that endanger the rights, health of others and the property of educational institutions, and the compliance with the safety practice. Considering all of the above said, the University shall attempt to create sound, competitive environment, for the assessment of taking education and objective assessment thereof.

### **4. Term of Agreement and the grounds for its termination**

4.1. The given Agreement shall enter into force from the date of its signature and shall be valid during the educational period (subject to modified tuition fees);

4.2. The validity of the given Agreement, after the expiry of the term hereof, shall continue upon the request of the Student and the Vocational Student from the term of one semester, without limitation, upon the University's approval, unless the Student or the Vocational Student has obtained credits that are enough for obtaining an academic degree/professional qualification under the educational program selected by him/her;

4.3. The termination of the given Agreement upon the student's initiative, also the suspension of the student's status and of the validity of this Agreement may be possible on the basis of the application. The Student shall be obliged to notify the University in writing on the termination/suspension of the status within 10 working days before the beginning of the semester;

4.4. The termination of the given Agreement upon the student's or the Vocational Student's initiative may be carried out in the case there is no financial liability before the University; in the case of the existence of the uncovered financial liability, the Agreement shall be valid in the part of the non-fulfilled financial liabilities; the University shall reserve the right to litigate for covering financial liabilities accrued for the services rendered;

4.5. Under the initiation of the University, the termination or suspension of the given Agreement (the suspension of the Student's/Vocational Student's Status) may be carried out based on the given Agreement in the cases provided for by the procedures for obtaining students' status, its suspension,

Student

Parent (Custodian, guardian)

Rector

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termination, mobility, and the acknowledgement of education obtained during the academic year, or the Regulations of the Vocational Education and the acting legislation;

4.6. In the case of the termination of the student's status, the Student shall be released from the payment of the tuition fee of the relevant semester; as exception, the suspension of the student's status, during the procedure of the semester (if 10 calendar days have passed after the beginning of the semester), when the University has completed tax liabilities accrued on income received from services under this Agreement and the rendering of the educational service for the student has begun;

### **5. Dispute Resolution**

5.1. Any disagreement between the Parties shall be resolved on the basis of mutual negotiations;

5.2. Any dispute in relations to this Agreement which arose between the Parties and which has not been resolved on the basis of mutual negotiations, shall be resolved in accordance with the acting legislation of Georgia.

### **6. Other Provisions**

6.1. Any amendment to the given Agreement may be made only in the written form and it shall be signed by both Parties;

6.2. The Agreement shall be made in the Georgian Language, in 2 (two) copies both having equal legal force.

### **7. Addresses of the Parties**

Tbilisi Humanitarian Teaching University

Student

N31 Monk Gabriel Salosi Avenue, Tbilisi 0144

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Identification Code 206046045

Identification Card # -----

Rector

Valentina Sakvarelidze

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Signature

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Signature

Parent (Custodian, guardian)

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