

Preliminary Contract (Public Offer) for Foreign Listeners to Study at Rostov State University of Economics on the Supplementary Educational Program Ensuring Training of Foreign Citizens and Persons without Citizenship in Vocational Educational Programs in the Russian Language

Rostov-on-Don

Reg.№ 11/303

September 2, 2019

The Federal State Budget-Funded Educational Institution of Higher Education “Rostov State University of Economics” (hereinafter referred to as “University”) carrying out educational activities based on the License for the right to conduct educational activities № 1804, dated December 08, 2015, issued by the Federal Service for Supervision in Education and Science, life-time, and based on the State Accreditation Certificate № 1846, dated April 12, 2016, issued by the Federal Service for Supervision in Education and Science, for the period from April 12, 2016 to December 22, 2020, in the person of the Vice-Rector for Studies Vasilij Yu. Boev, acting under the power of attorney № 19/1169 dated April 3, 2019, publishes the proposal to conclude a Preliminary Contract for foreign citizens to study at RSUE; the Offer is addressed to any person with whom the contract (hereinafter the Contract) is signed on the terms and conditions set forth in the Preliminary Contract. The foreign citizen, with whom the Contract is signed, hereinafter is referred to as the “Listener”.

The proposal shall be considered an offer (a public offer) in accordance with Paragraph 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter referred to as “the RF CC”).

The public offer (hereinafter referred to as “the Offer”) shall come into force upon being posted on the official site of the University <https://rsue.ru/> and shall be valid until the Offer revocation by the University.

The University is eligible to change the terms of the Offer or revoke it at the University’s sole discretion at any time.

Should the University change the Offer terms, the changes shall come into force upon the Offer changed terms being posted on the official site of the University <https://rsue.ru/>, unless otherwise is specified by the University when posting the above changes.

The changes shall not apply to the mutual obligations of the University and persons who have concluded the Contract prior to the Offer changed terms being posted on the Internet.

The University Offer to conclude the Preliminary Contract shall be considered fully and unconditionally accepted by the Listener in accordance with Paragraphs 1 and 3 of Article 438 of the RF CC from the date of the money receipt on the University account, as specified in Paragraph 1.2.2 of the present Contract, and the fulfillment of the obligations specified in Paragraph 1.3 (the payment shall indicate the full name of the Listener, with whom the Contract is concluded and the Offer registration number. On fulfilling the above terms, the Listener confirms his/her compliance with the terms of admission to the University).

The Offer shall be valid for the entire period of the University license for educational activities or until its revocation by the University.

Article 1

Subject of the Contract

1.1. The subject of the Contract is providing educational services on a supplementary educational program ensuring training of foreign citizens and persons without citizenship in vocational educational programs in the Russian language at the Rostov State University of Economics.

1.2. The tuition fee for the full program of the training is 80000 (eighty) thousand rubles.

1.3. The Listener shall make a partial payment for the first semester to study under the appropriate program referred to the Application for the preliminary contract (Annex 1 to the Contract) in accordance with the terms of the Contract and submit the documents to the University in accordance with Paragraph 2.3 of the present Contract, and the University shall undertake concluding a Contract with the Listener at Rostov State University of Economics (hereinafter referred to as the Basic Contract), provided that the Listener meets the University internal local regulations for the corresponding academic year.

Article 2

Offer Acceptance

2.1. The University Offer to conclude the Preliminary Contract shall be considered fully and unconditionally accepted by the Listener in accordance with Paragraphs 1 and 3 of Article 438 of the RF CC since the moment of the money receipt on the University account, as specified in Paragraph 2.2 of the present Contract, and the fulfillment of the obligations specified in Paragraph 2.3 of the present Contract; the payment shall indicate the full name of the Listener, with whom the Contract is concluded and the Offer

registration number. On fulfilling the above conditions, the Listener confirms his/her compliance with the terms of admission to the University.

2.2. The Listener shall pay partial tuition fees for the training on the following conditions:

2.2.1. In accordance with the present Contract, the Listener shall pay a partial tuition fee for training in euros or Russian rubles on the corresponding University account indicated in the present Contract. The chosen way of payment (in euros or Russian rubles) should be indicated in the Application for the preliminary contract (Annex 1 to the Contract).

2.2.2. In case the partial payment for training is made in euros, the Listener should pay 700 (seven hundred) euros; in case the partial payment for training is made in Russian rubles, the Listener should pay 40000 (forty hundred) rubles. Partial tuition fees paid will be further credited towards the payment for the total cost of the Listener's training. The final payment for training is made before January 1, 2020 in Russian rubles, taking into account the present Contract of partial tuition fee payment. Payment is based on the invoice issued by the University. The amount of the partial tuition fee paid in euros is converted into Russian rubles in accordance with the currency exchange rate defined by the Central Bank of the Russian Federation on the day of payment using the exchange rate of the euro to the Russian ruble and is fixed to determine the amount of payment for final settlements.

2.2.3. All expenses connected with the transfer of funds under the Agreement are covered by the Listener. Tuition is valid upon receipt of money on the University account.

2.2.4. The Listener is eligible to have his/her training paid by other individuals or legal entities, referred to as the Client, the payment shall indicate the full name of the Listener and the registration number of the Offer.

Payment for training by the Customer does not exempt the Student from his/her obligations indicated in the terms of the Agreement.

2.3. The Listener shall submit the copies of the following documents to the International Office of the University for the University to consider his/her application and conclude the Contract:

- the Application for the preliminary contract (Annex 1 to the present Contract);
- a Questionnaire Form;
- the copy of the passport a foreign citizen used when crossing the border of the Russian Federation. The validity of the passport must be at least 18 months from the start date of the entry study visa;
- the copy of a standard document on education or a document on education and qualifications along with annexes to it, issued in a foreign state, with its notarial or consular translation into Russian;

Should the Listener enter the main educational program after successful completion of training on the supplementary educational program ensuring training of foreign citizens and persons without citizenship in vocational educational programs in the Russian language, documents on education or documents on education and qualifications and their supplements should undergo the legalization procedure (an apostille or consular legalization) in the country they were issued, if it is envisaged by the Russian legislation, as well as follow the procedure in the Russian Federation for recognizing education received abroad, if it is provided for by the Russian legislation. An explanation of the need to undergo the legalization procedure and the recognition of education can be received at the University's International Office.

- A medical certificate that proves that the Listener does not carry HIV and AIDS issued by the official body of the applicant's country of residence with a notarized or consular translation into Russian. A medical report on the absence of contraindications for studying in the Russian Federation, issued by the official body of the applicant's country of residence with a notarized or consular translation into Russian.

2.4. Should the Listener fail to provide documents referred to in Paragraph 1.3 of the present Contract or to meet the conditions stipulated in the University internal local regulations for the applicants entering educational programs of the University, the University shall reserve the right to refuse the Listener's enrollment and the conclusion of the Basic Contract.

2.5. The documents referred to in Paragraph 2.3 of the present Contract shall be sent to the email address of the International Office interoffice.rsue@gmail.com.

2.6. The Basic Contract shall be concluded not later than 3 months after the conclusion of the Preliminary Contract.

Article 3 **University Obligations**

The University shall:

3.1. After the Student has fulfilled the terms of the Agreement specified in Paragraphs 2.2, 2.3 of the

present Agreement, and the University's International Office has confirmed the possibility of enrolling the Student in the University, to help the Listener in obtaining an entry visa for study at the University.

3.2. Conclude the Basic Contract with the Listener after he/she has arrived to the University.

3.3. Provide the University dormitory housing for the Listener under a separate room rental agreement in accordance with the local University regulations.

3.4. Assist the Listener in obtaining the registration at the Directorate for Migration Affairs of the Main Directorate of the Ministry of Internal Affairs, as required by the Russian legislation.

3.5. Support the Listener in respect of his/her rights and interests within its defined scope of competence.

Article 4

Subject and Essential Terms of the Basic Contract

4.1. The University shall provide the educational service for the Listener to obtain the relevant education in accordance with the applicable law, under the Federal state educational standards and local regulations established by the University in accordance with the curricula, including University individual and educational programs, on the terms and conditions of the Basic Contract.

4.2. The Listener shall master the educational program and complete the curriculum of the Program within the requisite time.

4.3. The Listener shall pay for his/her educational program in accordance with the tuition fees set out by the University.

All expenses ensuing from the Listener's entry into the territory of the Russian Federation to study at the University, and the Listener's departure from the Russian Federation after graduation (or expulsion) from the University shall be covered by the Listener.

4.4. The Listener may be expelled from the University in case of failure to comply with the curriculum or academic failure, poor health, incompatible with the continuation of education; for violation of the University Statute and the University internal regulations and other local regulations of the University, for breach of payment terms and other conditions of the Contract, as well as for other reasons, set out in the Russian Federation legislation related to foreign citizens during their stay in the Russian Federation.

4.5. The Basic Contract comes into force from the day of its conclusion by the Parties and is valid until the Parties fully fulfill their obligations. After the Student has accomplished the educational program in full and successfully completed the final certification, he/she is issued a document on training in an additional educational program — a Certificate.

Article 5

Other Provisions

5.1. All the disputes and disagreements arising from the Contract shall be settled through negotiations by both Parties.

5.2. Should the Parties fail to come to terms in accordance with Paragraph 5.1 of the present Contract, all the disputes and disagreements shall be handled in the Court of the relevant instance where the University is registered.

5.3. Should the University fulfill its duties in accordance with Paragraph 3.1 of the Contract, the partial payment made by the Student under this Agreement is not returned by the University. The indicated funds are used to compensate for the planned expenses actually incurred by the University related to the fulfillment of the University's obligations under the present Agreement, except as provided in Paragraph 5.4 of the present Contract.

5.4. Partial payment made by the Listener under the present Contract shall be refunded in case the following documents are provided:

- a refusal to issue a visa to the Listener on the basis of a visa invitation issued by the University;
- a medical record on the presence of contraindications for studying in the Russian Federation, made after the Listener accepted the University's proposal to conclude a preliminary contract in accordance with this Contract;
- force majeure circumstances.

The return of money transferred to the partial payment account under this Agreement is conducted by the University in the prescribed manner by the bank transfer to the bank account from which the payment was made. All costs associated with the transfer of money are covered by the Listener.

5.5. The Client and the Listener agree with the processing of their personal data specified in the Application for concluding a preliminary contract (Annex 1 to the Contract) in accordance with the current legislation of the Russian Federation.

The Listener and the Client should provide reliable personal data. The University is not responsible for the consequences of the inaccuracy of the personal data provided by the Listener and / or the Client.

The term for the use of personal data provided by the Client and the Listener is unlimited. The Client and the Listener also give their consent to the processing and use of the provided information and (or) their personal data by the University to provide mailing for an unlimited term using the contact numbers and (or) email addresses provided by the Client and the Listener until the University receives a written notification of unsubscribing to mailing.

UNIVERSITY:

Details for partial payment of the tuition fee in euros:

BANK DETAILS	
ACCOUNT HOLDER	Rostov State University of Economics
ADDRESS:	344069, Russian Federation, Rostov-on-Don, B/Sadovaya street, 69
	TIN: 6163022805
COUNTRY:	Russia
BANK NAME:	CENTER-INVEST BANK
BRANCH ADDRESS:	344010, Russian Federation, Rostov-on-Don, Sokolova street, 62
COUNTRY:	Russia
ACCOUNT NUMBER:	40503978000001000040
IBAN CODE ⁽²⁾ :	SWIFT: CCIVRU2R
CORRESPONDING BANK	Commerzbank AG
ADDRESS	Neue Mainer StraBe, 36, 60261, Frankfurt am Main, Germany
IBAN CODE ⁽¹⁾ :	SWIFT: COBADEFF, BLZ 50040000

Details for partial payment of the tuition fee in Russian rubles:

ФГБОУ ВО «РГЭУ (РИНХ)»

Юр. адрес: 344002, г. Ростов-на-Дону, ул. Б. Садовая, 69

Факт. адрес: 344002, г. Ростов-на-Дону, ул. Б. Садовая, 69

ИНН 6163022805

КПП 616301001

УФК по Ростовской области (ФГБОУ ВО «РГЭУ (РИНХ)» л/с 20586У31640)

Отделение по Ростовской области

Южного главного управления Центрального

банка Российской Федерации (Отделение Ростов-на-Дону)

р/с 40501810260152000001 БИК 046015001

Vice-Rector for Studies



Vasiliy Yu. Boev

to the Preliminary Contract (Public Offer) for Foreign Listeners to Study at Rostov State University of
Economics on the Supplementary Educational Program Ensuring Training of Foreign Citizens and Persons
without Citizenship in Vocational Educational Programs in the Russian Language

Application

I, citizen of _____

(Client's Citizenship)

(Client's Full Name)

Date of Birth: _____

Passport № _____

Date of Issue _____

Authority _____

Phone Number _____

E-mail Address _____

hereinafter referred to as a "Client", this Application is to express my intention (agreement with all terms of the Public Offer Reg. № 11/303 dated September 2, 2019) to conclude the Contract for Listeners to Study on the Supplementary Educational Program:

(Listener's Full Name)

(Listener's Citizenship)

Date of Birth: _____

Passport № _____

Date of Issue _____

Authority _____

Phone Number _____

E-mail Address _____

Please, enroll the Listener to study on the Supplementary Educational Program Ensuring Training of Foreign Citizens and Persons without Citizenship in Vocational Educational Programs in the Russian Language, the major of the program being

Economics / Arts & Humanities / Engineering & Technology

(delete if not applicable)

Program Duration: 1 academic year

Tuition Fee: 80000 (eighty thousand) rubles

Payment of the Tuition Fee: partial payment for the program as the confirmation of acceptance of the Public Offer of 700 euros or 40000 Russian rubles which are included in the total tuition fee enforced in rubles and the subsequent payment of the remaining cost of tuition in accordance with internal local acts and resolutions of the University.

Partial payment method: _____ in euros / in Russian rubles

(delete if not applicable)

Final settlement method: _____ in Russian rubles

Client's Signature

(Signature)

(Client's Full Name)

Listener's Signature

(Signature)

(Listener's Full Name)

Date _____