

# Contract

Tbilisi

----- 2019

We, the undersigned, LLC Petre Shotadze Tbilisi Medical Academy (hereinafter “Academy”) on the one hand, represented by its Director, Irene Shotadze and on the other hand \_\_\_\_\_ (hereinafter “Student”) have concluded this Contract as follows:

## 1. Subject of the Contract

1.1. The subject of the Contract is the regulation of the relationship between “Academy” and “Student”.

## 2. Guarantees of the parties

2.1. The parties have a legal authority to undertake all the obligations defined in this Contract and get all possible measures for the fulfilment of this Contract.

2.2. The Contract is signed by both parties and appears to be a mandatory document for them to perform.

## 3. Rights and Obligations of the Parties

3.1. The “Academy” is obliged:

3.1.1. to provide a high level of studies for the student and create the proper conditions for him/her, including the material-technical, library, clinical and laboratory bases and sources, required for the learning process.

3.1.2. to staff the “Academy” with highly qualified teachers;

3.1.3. to provide a student with the conditions of appropriate education and objective assessment;

3.1.4. to provide such an environment where discrimination is not permitted for any reason. To keep “The mechanisms of the protection of students rights and legal interests” at TMA.

3.1.5. to provide an academic freedom of students;

3.1.6. to promote the student’ involvement in the scientific and research work;

3.1.7. to make the regulatory documents of TMA activities (educational programs, syllabi, evaluation system, code of conduct, etc.) available for students, and in case of changes in these documents to provide the availability of the updated documents;

3.1.8. in case of successful completion of the educational program (collecting of 360 (three hundred sixty) credits) to award him/her the academic degree of Medical Doctor;

3.1.9. to perform properly and conscientiously other obligations provided by the given Contract, TMA regulatory documents and current legislation of Georgia.

### 3.2. The “Academy” is entitled:

3.2.1. to require the student to fulfill the obligations provided by Georgian legislation, TMA regulations, the regulatory rule of learning process, the given Contract and its supplements and other regulatory documents of TMA;

3.2.2. to require the student to fulfill his/her financial obligation;

3.2.3. to require the student to maintain the reputation and prestige of TMA;

3.2.4. to suspend / terminate the student’s status in cases defined by TMA regulatory documents;

- 3.2.5. to refuse to issue any document (Diploma) to the student about the completion of studies if the student has any financial debt in respect to the “Academy”;
- 3.2.6. to apply the encouraging measures in respect of the student according to TMA “Code of Conduct” or/and other regulatory document;
- 3.2.7. to apply various forms of disciplinary responsibility in respect of the student according to TMA “Code of Conduct” or/and other regulatory document.

### **3.3. The “Student” is obliged:**

- 3.3.1. to attend the lectures and practical studies, conscientiously fulfill the taken obligation related to the learning process;
- 3.3.2. students should not allow plagiarism in the process of learning/research;
- 3.3.3. within 2 weeks after beginning each semester the student should present health insurance policy (issued according Georgian legislation by the insurance organization), which should be valid for the current semester of the academic year completely;
- 3.3.4. to check systematically his/her private site (tma.ini.ge) in “The system of learning process management”, including the fixation/renewal his/her personal data, to get acquainted with the information (task, notification, acts) sent by the administration and teacher as compulsory to fulfill;
- 3.3.5. to keep the confidentiality of his/her own – “the user’s” – identification data in “The system of learning process management”, to keep them safely and not to permit to transfer to third persons (parties);
- 3.3.6. do not accomplish such an action, which maybe considered as the violation of Georgian legislation or International Law, including the violation of author’s rights or any intentional action, which can cause the delay in the normal functioning of “The system of learning process management” of TMA;
- 3.3.7. in case of incorrect fixation of the data in “The system of learning process management” by the teacher the student should inform the administration in written form;
- 3.3.8. in case of flaw detection in the functioning of “The system of learning process management” the student should inform the administration immediately;
- 3.3.9. to provide the proper care and protection of TMA property, equipment and materials, the student should not endanger the rights and health of others. In case of damage, he/she should compensate the harm fully;
- 3.3.10. to inform immediately the Dean’s office about the changes in his/her contact telephone and address;
- 3.3.11. the tuition fee must be paid in the established terms;
- 3.3.12. the student should strictly follow the requirements provided by Georgian legislation, TMA regulations, the regulatory rule of learning process, the given Contract and its supplements and other requirements provided by the issued acts in the learning process of students.

### **3.4. The “Student” is entitled:**

- 3.4.1. to obtain a high quality education;
- 3.4.2. to take part in research activities;
- 3.4.3. to request a fair assessment of his/her knowledge and according to the rule established by the academy appeal against the unwanted results of exam/current evaluation;
- 3.4.4. to get a qualified consultation from the Dean’s office about the educational programs, the terms and format of conducting exams;
- 3.4.5. to use the academic freedom granted by the Academy;
- 3.4.6. to request the meeting with lecturer, dean, rector, as well as with the personnel of TMA, who is related to the learning process;

- 3.4.7. to receive a full and comprehensive information about the regulatory documents of TMA;
- 3.4.8. to use material-technical, library, clinical, laboratory and other resources offered by the “Academy”;
- 3.4.9. to use other rights defined by TMA and Georgian legislation.

#### **4. The Tuition Fee and Payment Terms**

- 4.1. The tuition fee for each academic year makes up ----- (-----) USD and is not changed until the end of the educational program, except for the following cases: legislative act issued by the government of Georgia at substantial changes in circumstances resulting in the increase of tuition fee for the “Academy” may become the basis of unilateral reviewing of tuition fee by the “Academy”. Therewith such an increase maybe performed only once a year and in the amount of no more than 10% of the current tuition fee.
- 4.2. The tuition fee for the first academic year must be paid fully, prior beginning of academic year. From the second academic year until the completion of the educational program, the tuition fee must be paid twice a year: the first half must be paid 2 weeks prior beginning of the first semester of the current academic year and the second half - 2 weeks prior beginning of the second semester of current academic year. Therewith, in exceptional cases the parties are entitled to agree on different terms of payment.
- 4.3. Payment of tuition fee must be made by Bank transfer.
- 4.4. Tuition fee must be paid on the following account of the “Academy”:
  - Account with Institution: Bank of Georgia,
  - SWIFT: BAGAGE22; 29a Gagarin street, Tbilisi 0160, Georgia
  - Intermediary Bank: Citibank N.A., New York, USA; SWIFT: CITIUS33
  - Beneficiary: PETRE SHOTADZE TBILISI MEDICAL ACADEMY
  - Account: GE09BG000000624481701
- 4.5 In case of failure to pay the tuition fee within two weeks after beginning of studies, the student is entitled to attend classes and receive assessments. If the student does not pay tuition fee within two weeks after the commencement of studies, the student will get blocked in the "Study Process Management System" for following two weeks and will not receive assessments. If student will not pay tuition fee even during this period (3<sup>rd</sup> -4<sup>th</sup> academic week), TMA is entitled to suspend student status.
- 4.6. Student is entitled to cover tuition fee earlier than the agreed time.
- 4.7 In case of repeated attendance of the semester by the “Student” the credit values will be determined as follows: the annual fee will be divided into the number of the credits.
- 4.8. In case of the mobility of the “Student” the paid tuition fee shall not be returned.

#### **5. Suspension/termination/restoration of Student’s status and stay on the course**

- 5.1. The Student is entitled to suspend student’s status at any time but in accordance with the rules established by the “Academy”.
- 5.2. Paid tuition fee shall not be returned to the “Student” with suspended/terminated status. Exception to this rule shall be considered by the relevant committee.
- 5.3. In case of restoration of the “Student’s” status, the contract shall be renewed on the same terms, except the case mentioned in the article 4.1.

#### **6. Disputes**

- 6.1. All disputes and disagreements relating to this Contract shall be resolved via mutual agreement between the parties.
- 6.2. In case of failure to reach the agreement, the dispute shall be referred to the court according to the legal address of the “Academy”, according to Georgian legislation.

## 7. Final regulations

- 7.1. Performance of the obligations taken by the contracting parties may be terminated in case of circumstances (force-majeure) unforeseen within the territory of Georgia, until their rectifying.
- 7.2. Disputable issues related to the obligations of the Contract must be resolved by mutual agreement or by the court.
- 7.3. The Contract enters into force upon its signing by both parties and is valid until the end of the educational program.
- 7.4. The regulatory rule of TMA learning process, code of conduct, the internal regulations, the mechanisms for protecting the students' rights and the legitimate interests, the rule of tuition fee payment and the supplements to the Contract appear to be an integral part of the given Contract. By signing this Contract the student confirms that he/she is familiar with their contents and agrees with them.
- 7.5. Marking the button – “I agree” on the notification in the “System of learning process management” sent by TMA means that the student has an official acquaintance, agrees and has a compulsory force to perform.
- 7.6 By signing this Agreement, the student confirms that message sent electronically by the TMA is legally binding.
- 7.7. The parties prefer the written form of changing the information, relationship or filing of claims.
- 7.8. The agreement is executed in four copies in Georgian (2 copies) and English (2 copies) languages, one copy for each part. Therewith in case of discrepancy between the translations, the advantages are given to the Georgian version.

## 8. The requisites and signatures of the parties

### “Academy”

“LLC Petre Shotadze Tbilisi Medical Academy”

Address - Ketevan Tsamebuli Ave., 51/2

Bank requisites: Georgian Bank - Account: GE09BG0000000624481701

Director

Irene Shotadze

### “Student”

Name, last name, ID/ passport number

Address .....

Tel: .....

Signature .....