

Annex 1 of the BSU Rector Order N 01-02/130 as of 01 August 2024

Agreement N

Batumi

“-----”----- (year)

Legal Entity of Public Law -Batumi Shota Rustaveli State University (later referred to as “the University” or “BSU”) on the one side, represented by the Rector of the University -----and physical entity -----(later referred to as the “Student”) on the other side, conclude the present agreement on the following:

Article 1. Subject of the Agreement and General Provisions

- 1.1. The subject of the agreement is the regulation of the relationship between the University and the student enrolled in the One-Cycle Educational Programme of the Medical Doctor (instructed in English) of the Faculty of Natural Sciences and Health Care of BSU (later referred to as “the Programme”) (Order N-----, 00.00.0000 (year).
- 1.2. The BSU Regulation of the Study Process and the BSU Regulation (including the provisions related to the labor relationships) are considered to be the unseparated part of the given agreement.

Article 2. The Rights and Responsibilities of the Parties’

2.1. The rights and responsibilities of the parties are defined by the present agreement, Georgian legislation, the University Statute, Regulation, Code of Conduct, University Study Process Regulation, Tuition Fee Payment Rule and other acts;

2.2. The student, by signing the given Agreement, confirms that they were introduced to the Code of Conduct, the BSU Regulation, the Tuition Fee Payment Rule for the studies at the educational programme instructed in foreign language (later –“The Tuition Fee Payment Rule”) approved by the BSU Representative Council, uploaded on the university website, as well as the form of the given Agreement and other legal acts uploaded within the “Student Guide” and consequently takes the responsibility on the following:

- a) To accomplish the requirements of the relevant educational programme, go through the academic registration within the set time (register study courses/components) and implement the academic activity/work considered by the study courses and the syllabuses.
- b) To pay the tuition fee for the studies in the University (go through the administrative registration) within the time established by the BSU legislative acts and in accordance with the “Tuition Fee Payment Rule;”
- c) To use “Study Process Management Electronic System/”Student Portal”/other electronic services considered for the administration of the BSU study process, through which the University provides the information/notification to the BSU students on the study process and the issued legislative acts;
- d) To use the BSU official e-mail address, the student portal for the communication with the university (to get information, notifications) to present information with the purpose to reflect them in the personal records and on the student portal/electronic system in case there are any changes in their personal data.

e) To get introduced to the University legislative acts (reflected in the “Student Guide”/on the information board of the relevant faculty of the University/in the study process management electronic system/the student portal/the information board nearby the Chancellery office/ the University website (www.bsu.edu.ge);

f) To take care of the University property, do not allow damage and/or careless attitude to the University building, equipment for studies, computer techniques and other property in the ownership of the University; ensure timely return of the books and materials to the library and follow the requirements of the “BSU Library Use Rule;”

g) Must be insured in accordance with the terms approved by the Resolution N572 as of 10 September 2020 of the Government of Georgia and present the Insurance Policy within the time/rule defined by the University (in case it is required, pay the fee for the procurement of the student mandatory insurance by the University);

h) To follow orderly the requirements of the given Agreement, the Georgian Legislation, the BSU Code of Ethics, Regulation, Study Process Regulation, “The Rule of Academic Conduct” and other relevant regulations of the University.

2.3. The Student has the following right:

a) To get the relevant and quality service from the educational programme of the University, also participate in the scientific-research activities;

b) To use the University infrastructure on equal terms with other students, as well as use material-technical, library, information and other means, in the safe for the life and health, environment;

c) To ask for fair assessment of the knowledge, claim for the results of the assessment within the time and manner defined by the BSU Study Process Regulation;

d) To suspend or terminate the students’s status in accordance with the Georgian Legislation and the BSU Legislative Acts, get use from the right on the mobility;

e) Through common, direct and equal elections, closed voting, to select or/and be selected in the students’ self-government and the University and faculty management body;

f) To take part in the assessment of the staff implementing the programme as well as in the assessment of the study process and other services provided by the University;

g) To use the Georgian Legislation, Law of Georgia on “Higher Education” and other acts subordinated to the Law, the BSU Statute and other students’ rights defined by the legislative acts of the University.

2.4. The University is obliged to:

a) Ensure provision of the student with the quality educational service relevant to the educational programme as well as the possibility to participate in the scientific research;

b) Ensure that the student uses the university infrastructure, material-technical base, library service, information and other means, on equal terms with the other students, in the environment safe for the life and health;

- c) Assess the student's knowledge on fair basis and ensure realisation of the claims for the results of the assessment;
- d) Ensure that the student has the right to participate in the assessment of the staff implementing the programme as well as the study process and other services offered by the University;
- e) Not allow the discrimination of the student, also ensure protection of the student personal data in accordance with the Georgian Legislation;
- f) Ensure and support that the students use the students' rights established by the Georgian Law, Georgian Law on "Higher Education," and the relevant acts subordinated to the Law, as well as the BSU Statute, Study Process Regulation and other legislative acts;

2.5. The University has the Right:

- a) In accordance with the educational programme to plan the study process, define the calendar of the academic year, academic and administrative registration terms and request from the Student to pay the tuition fee within the stipulated time;
- b) To issue legislative acts about the Student, in accordance with the conditions of the legislative acts, Georgian Legislation, the BSU Statute, Code of Ethics, Regulation, Study Process Regulation, the other BSU regulations and the present Agreement;

Article 3. Tuition Fee, Academic and Administrative Registration

3.1. The student tuition fee amount (for one academic year) equals to-----US dollars.

3.2. The student is obliged to go through the administrative registration every year -pay the tuition fee for the studies at the programme, in particular:

- a) Tuition fee for the first academic year (two semesters)-upon the issuance of the legislative act (order) of the relevant notification of Georgia (the Ministry/LEPL-Education Quality Development National Center) on obtaining the right to get enrolled in the BSU programme without passing Common National Exams of the foreign school-leavers', the regulations approved by the Resolution of the BSU Academic Council (the Rules of Enrollment in the BSU without passing Common National Exams/Master's programme exams; Study Process Regulation) and in accordance with the above given, upon signing the present Agreement;
- b) The Tuition Fee of each next semester (from the 3rd semester) for the studies at BSU –in accordance with the "Tuition Fee Payment Rule" no later than within 2 weeks period before commencement of the following semester (if in case it is stipulated otherwise by the BSU Rector's Order);

3.3. The following bank details are used for the payment of the student tuition fee: Reciever bank-State Treasury; Name of the Reciever-Unified Account of the Treasury; Bank Code-TRESGE22; Reciever Account/Treasury Code-7 0901 7289 (the following shall also be indicated: Tuition Fee for the Studies at the Higher Education Institution; Purpose-the Student's name, surname, passport/personal number; educational programme);

3.4. The academic year/semester commencement and finishing dates (academic calendar) as well as the period for the academic and administrative registrations, are defined by the University legislative acts,

that are published on the University official website (in the field: “Studies;” on the English website in the field –“notifications;” “Student Guide”), as well as the student is notified by the faculty through the electronic services;

Article 4. Agreement Validity Period, the Student’s Status Termination and Suspension

4.1. the Present Agreement is valid from -----academic year and is in force until the termination of the BSU student status for the programme;

4.2. In case the student status is terminated for the student, the parties are obliged to fully accomplish the obligations occurred before the termination of the student status;

4.3 The grounds for the termination of the University student status include the following:

- a) Personal request/application letter;
- b) Completion of the relevant educational programme (awarding the academic degree);
- c) The case considered by the BSU Study Process Regulation, failure in accomplishing the requirements foreseen by the educational programme;
- d) Attending one and the same study course three times and failure in obtaining credits (to get “F” assessment three times);
- e) Suspension of the student status totally during 5 years;
- f) Death;
- g) Other cases considered by the Georgian Legislation, the University Statute, Code of Ethics and Regulation;

4.4. In case the student status is suspended, the parties are released from the obligation of accomplishment of the rights-obligations considered by the present Agreement, however, the parties are not released from accomplishment of the obligations that occur before the suspension of the student status.

4.5. The grounds of suspension of the student status include the following:

- a) Failure in going through the administrative (payment of the tuition fee) or/and academic registration (registration of the study process in the electronic system);
- b) Personal request/appliation letter (without indication of the reason);
- c) Pregnancy, birth giving, child care or deterioration of health;
- d) Studying in a foreign country, higher education institution (excluding studies beyond exchange educational programme);
- e) Failure in obtaining assessment in at least one study component within 45 calendar days after going through the academic registration;

4.6. The student shall address the BSU Rector with the request on suspension of the University student status no later than within 15 days from commencement of the study process of the relevant semester.

In case of long and serious illness or other cases, if it can be proved with a document that the student had no possibility to get engaged in the study process, the exception can be defined by the Rector's Order, in accordance with the BSU Study Process Regulation;

4.7 The procedure of obtaining the student status, suspension/termination of the student status or return to the study process and other regulations related to the study process, are defined by the Georgian Legislation and "The BSU Study Process Regulation" elaborated in accordance with the BSU Statute and are uploaded on the BSU website in the "Student Guide," together with the other regulations related to the student;

Article 5. Elaboration of the Student Personal data

5.1. The student, by signing the present Agreement, in written form confirms that they provide no objection on processing their personal data by the University in accordance with the Georgian Law on "Protection of Personal Data," the University "Instruction on Carrying out Administrative Procedures," and "The Rule of Administration of the Students' Service," coming out from the needs of the Memorandum (in case this exists) on Attracting the Students signed between the BSU and the relevant companies" as well as the needs of the present Agreement and other legal needs (uploading on the student portal/study process management electronic system, etc.;).

5. 2. Complete information on the elaboration of the student's personal data is uploaded on the BSU website, in the "Student Guide" (Chapter "Student's Rights, Obligations and Personal Data Elaboration")

Article 6. Final Provisions

6.1 The issues that are not regulated by the given Agreement, are regulated in accordance with the Georgian Legislation;

6.2 The disputes between the parties are solved in accordance with the Georgian Legislation. In case the Agreement between the parties is not reached, each party has the right to appeal to the court in accordance with the rule defined by the Georgian Legislation.

6.3 The Agreement is prepared in two copies with equal legal power and each is provided to each party of the present Agreement.

"The University"

Legal Entity of Public Law-Batumi Shota Rustaveli State University
N35/32 Ninoshvili/Rustaveli st.; Batumi

Signature of the Rector

"The Student"

Name, surname -----

Personal number N-----

Factual address-----

Address of registration-----

Telephone-----

E-mail-----

Signature of the student-----

