AN OFFER № MSA-ENG/2020-2021/1.1

TO ENTER INTO THE PRELIMINARY CONTRACT TO STUDY AT RIOU

RUSSIAN FEDERATION, MOSCOW

JUNE 15, 2020

This document is the offer of the Autonomous Nonprofit Organization «Russian International Olympic University» (hereinafter referred to as RIOU), having license for educational activities №040061 issued by Department of education of Moscow, issued in May 13, 2019, license series 77Л01 № 0010957**, to conclude a preliminary contract to study at RIOU on the Master of Sport Administration Programme** (hereinafter referred to as the MSA Programme) in accordance with the terms of this document.

The terms and conditions set out below contain important information and you need to read it carefully and ensure you understand its content before accepting this Offer.

1. TERMS AND DEFINITIONS

1.1. **Academic failure** – absence, upon expiry of the deadlines set by the MSA Programme rules and timeline, of satisfactory results in final assessment held at the end of each unit.

Acceptance of the Offer – full and unconditional acceptance of this Offer, which is triggered by the performance of the actions specified in the Offer.

Applicant – a private person (individual), who intends to become a Student on the MSA Programme and who hasn't yet concluded the Preliminary Contract or Contract on Education.

Contract on Education – a Contract to study at RIOU on MSA Programme concluded between the Customer on the one hand and RIOU on the other hand.

Customer – a private person (individual) or any organization having intension to order Educational Services for themselves or other person by conclusion the Preliminary Contract and the Contract on Education as it follows from the Preliminary Contract.

Education Period 2020-2021 – the period from the start of the MSA Programme (September 2020), until its completion and issuance of a diploma (till July 2021).

Educational Services – education provided by RIOU through the MSA Programme.

MSA Programme – a one year Master's degree programme delivered by RIOU and described in the paragraph 2.2 of this Offer.

Parties (of the Preliminary Contract and Contract on Education) – RIOU and the Customer collectively referred.

Preliminary Contract (hereinafter referred to as the "Contract") – the preliminary contract in accordance with Russian legislation concluded between the Customer on the one hand and RIOU on the other hand to enter into the main contract, i.e. the Contract on Education with RIOU regarding the MSA Programme**.**

Student – a private person (individual) who is enrolled at RIOU on MSA Programme.

1.2. This Offer may use terms that are not defined in clause 1.1 above. In this case, the interpretation of such terms shall be made in accordance with the general meaning of the text of this Offer. In the event that there is no clear interpretation of such terms in question, definition of the term shall be clarified by first referring to the legislation of the Russian Federation, and if that is not conclusive, by reference to current practice.

2. LIABILITIES OF THE PRELIMINARY CONTRACT. SUBJECT OF THE CONTRACT ON EDUCATION

2.1. According to the Preliminary Contract Parties obliges to meet and sign a paper copy of the Contract on Education not later than September 15, 2020 on the terms and conditions specified in this Offer.

The subject of the Contract on Education are Educational Services provided within the Education Period 2020-2021.

2.2. The description of the MSA Programme:

Title. «Master of Sport Administration».

Type of education (according to Russian division). Additional professional education.

Type of the programme (according to Russian division). Professional training.

Professional field / profile. Management / sports management.

Language of study. English.

Form of classes. Full time education (lections, seminars, consultations, independent work and internships on sport venues).

Location of classroom sessions. RIOU's Sochi branch located by the following address: Krasnodarskiy krai, Sochi, Ordzhonikidze str. 11.

Place of practice. Sport venues of Sochi and its suburbs or other place, in agreement with the RIOU.

Volume of the programme. 1920 academic hours, which includes all kinds of studies and works, including the time for self-study.

Duration. From September 2020 till July 2021 (the exact dates will be determined in the Contract on Education).

Type of the document issued in case of successful graduation the programme. Diploma.

The content of the programme is defined and developed by RIOU.

The training period is divided into three terms (trimesters), the dates of which will be determined in the curriculum before the start of training.

Study is accompanied by intermediate certification and ends with the final assessment of Student in the form of the final qualification (diploma) work of the Student.

Classroom classes of any trimester of study, including the final qualification (diploma) work, can be replaced with remote classes (work) at any time if the authorities restrict the conduct of classroom classes or introduce any special regimes that prevent the conduct of classes in the classroom, in particular, but not limited to, due to the threat of the spread of diseases or other threats to human life and health.

2.3. To enter into the Preliminary Contract Customer should accept this Offer. Action indicating the Acceptance of this Offer will be a payment according to the conditions set further in his Offer. The payment must indicate the full name of the Student and number of this Offer set at the very top of this document.

In accordance with the conditions of the Preliminary Contract the Student obliges to make an advance payment for Educational Services provided by RIOU, in the amount of the value of such Educational Services, specified in paragraph 5.3 of this Offer. By getting this payment in a proper amount on RIOU's account it is considered to be a proper acceptance of the Offer to enter into the Preliminary Contract. The payment made by this Offer will be counted as payment for Educational Services under the main contract (Contract on Education).

2.4. The Educational Services will be provided in accordance with the curriculum and other rules and regulations set by RIOU.

3. GENERAL TERMS AND CONDITIONS OF THE PRELIMINARY CONTRACT

3.1. The Preliminary Contract will be concluded only after passing the selection of the applicant's candidacy by the Admission Commission of RIOU. In support of this selection, among other things, RIOU issues an invoice to the Applicant (Customer) for payment.

3.2. The Customer and the Student (if a Customer is not a Student) must at all times accept and observe the requirements and provisions set out in this Offer.

3.3. The Customer may not assign his/her rights under the Preliminary Contract or Contract on Education to any third party.

The Applicant entitled to have other individuals or organizations to pay for his/her tuition (in this case the payment shall indicate the Student's full name and the Offer number). The tuition payment by other parties shall not exempt the Student from his/her obligations set out in the terms of the Preliminary Contract and in the Contract on Education.

3.4. The obligatory condition of the conclusion of the Contract on Education is the presentation by the Student upon arrival the originals of the documents previously provided.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE MAIN CONTRACT (CONTRACT ON EDUCATION)

4.1. **The Student (and the Customer regarding the rights set in par. 4.1.2 and par. 4.1.4 of the Offer) shall have the following rights**:

4.1.1. Study the MSA Programme at RIOU in case of full and on time payment as it is stipulated in this Offer.

4.1.2. Demand that RIOU provide the paid-for Educational Services fully and in accordance with the terms and format specified by this Offer.

4.1.3. Use RIOU's library, so long as the Student observes all of the rules and procedures relating to borrowing and returning any of the library's property, use archives, materials, accesses to programs and services including those that are in the Internet, which will be provided by the RIOU.

4.1.4. Refuse RIOU's Educational Services at any time.

4.2. **The Student (and the Customer regarding the obligations set in par. 4.2.1 of the Offer) shall have the following obligations**:

4.2.1. Pay for the Educational Services in accordance with the conditions set in this Offer.

4.2.2. Notify RIOU about any change in the information which the Student provided in his/her Application Form such as any part of the full name, passport data, place of living in Russian Federation.

4.2.3. Comply with all the rules, orders and other RIOU regulations.

4.2.4. In the event that the Student is absent at any lesson or any other session, the Student is to immediately report the reason for the absence, and at the Student's first day back after the absence, provide RIOU with written documentation, clearly setting out the reason for the absence.

4.2.5. Have not later the first day of training the health insurance for the entire Educational period which covers providing emergency and planned hospitalization, life insurance in the territory of the Russian Federation, as well as outpatient care in the city of Sochi, a more detailed description of the requirements for insurance shall be established in the Admission rules of RIOU. The Student shall submit the relevant insurance policy on demand of RIOU (the action of this paragraph applies to persons who are not citizens of the Russian Federation).

4.2.6. To pass a medical analysis in the city of Sochi to identify diseases that prevents to study at RIOU, and provide the results of this analysis RIOU during the first week of training.

More details of the medical analysis and the diseases that prevents to study at RIOU may be set in the Admission rules of RIOU.

4.2.7. Not to publish qualification (diploma) work and not to provide such rights to the third parties within one year from the date of completion the study at the RIOU without a prior approval of such action by the RIOU.
Publication in particular means: the placement of the qualification (diploma) work in the Internet, media, any distribution and other ways of giving the work to public.

4.3. **RIOU shall have the following rights**:

4.3.1. Choose the evaluation system, the forms, procedure and timing of all Student examination and grading, apply the incentive measures and impose penalties, including expulsion on the grounds provided by the RIOU Regulations.

4.3.2. Apply disciplinary measures (including expulsion from RIOU) to any Student violating the internal rules or regulations of RIOU. Student may be expelled from RIOU for:

4.3.2.1. Provision false documents and information while enrolling in RIOU

4.3.2.2. Failure of the curriculum.

4.3.2.3. Academic failure.

4.3.2.4. Health reasons, if such illness prevents the continuation of study.

4.3.2.5. Violating the terms of payment.

4.3.2.6. Violation of conditions of stay on the territory of the Russian Federation.

4.3.3. At any time, amend or withdraw this Offer.

4.3.4. At any time terminate the Preliminary Contract by notifying the Customer in the event that the Customer has violated his or her commitments assumed under this Offer.

4.3.5. Refuse in conclusion of the Education Contract or terminate already signed Contract in case the Student violates his/her obligations set in paragraphs 4.2.5, 4.2.6 of this Offer.

4.3.6. To use and publish images of the Student, including photos and videos in which he / she is depicted in particular, for use on the website of RIOU or in social media, in press releases, publications of the journal Bulletin of the Russian International Olympic University, advertising and information materials.

4.4. **Obligations of RIOU:**

4.4.1. Enroll Student after signing Contract on Education.

4.4.2. Conclude the main contract (i.e. Contract on Education) subject to the fulfillment of all the conditions specified in this Offer.

4.4.3. Provide Educational Services in accordance with the terms and conditions of this Offer.

4.4.4. Provide any foreign Student with any invitation documentation that he/she may require for the purposes of getting educational visa in Russian Federation and provide prolongation of such visa.

4.4.5. Provide any Student with the learning materials and equipment required for the MSA Programme, mentioned in par. 5.4 of this Offer.

4.4.6. Assign the Master's degree in case of successful completion of the MSA Programme and fulfilling final attestation examination. The assigned degree will be proved by the diploma.

4.4.7. In the event the Student is expelled before completion the whole MSA Programme RIOU will give him / her a certificate proving study at certain period.

5. FEES AND TERMS OF PAYMENT

5.1. **The cost of Educational Services for one Student for all three terms is 11.400 (eleven thousand four hundred) U.S. Dollars** VAT is not applied:

a) The cost for the **first** term is **5.700** (five thousand and seven hundred) **U.S. Dollars**.
b) The cost for the **second** term is **3.500** (three thousand and five hundred) **U.S. Dollars**.
c) The cost for the **third** term is **2.200** (two thousand and two hundred) **U.S. Dollars**.

Russian citizens as well as Russian entities according to the national laws must pay the equivalent sum only in Russian roubles, based on the following exchange rate – 50 (fifty) Russian roubles for 1 (one) U.S. Dollar.
VAT is not applied according to subparagraph 14 of paragraph 2 article 149 of Tax Code of Russian Federation.

Any payment should be made according to the invoice received from RIOU. A foreign payers pay in U.S. Dollars.

The Customer (or other payer on the side of Applicant) shall be liable and responsible for any bank charges and any other costs that may arise from making any payment.

5.2. Educational services under the Contract on Education must be pre-paid. The Customer agrees to make payments for Educational services in the following frequency:

a[1]) to 26 of August 2020 the **first** term in the amount of **5.700** (five thousand and seven hundred) U.S. Dollars – for any foreign Applicant who requires a visa to enter Russia;

a[2]) to 10 of September 2020 the **first** term in the amount of **5.700** (five thousand and seven hundred) U.S. Dollars – for all other Applicants who does not need any visa to enter Russia;

b) to 15 of January 2021 the obligation to pay the cost of Educational services for the **second** term in the amount of **3.500** (three thousand and five hundred) U.S. Dollars;

c) to 15 of April 2021 the obligation to pay the cost of Educational services for the **third** term in the amount of **2.200** (two thousand and two hundred) U.S. Dollars.

Payment for Educational services can be made for the entire period of study at once in full.

5.3. For the purpose of Acceptance this Offer and conclusion the Preliminary Contract the Customer must pay at least the cost of **first term** of the Education Services specified in paragraph 5.1 of the Offer.

5.4. The cost of the Education Services specified in paragraph 5.1 of the Offer includes: 1) all the learning materials that RIOU will provide to the Student; 2) online subscription, archives and other resources; 3) transportation to the sport venues during the practice in Sochi and its suburbs; 4) translation into English lessons of Russian speakers, Russian-speaking special guests; 5) branded clothing to identify the students in the internship, conducting field studies.

5.5. Any payment must be done by bank transfer. Payment for the Educational Services is to be made in advance.

5.6. For the purpose of this Offer, an invoice is considered to be paid from the date RIOU receives confirmation from RIOU's bank that it is in possession of the entire cost of the Educational Services.

6. ACCEPTANCE OF THE OFFER AND CONCLUDING THE CONTRACT

6.1. The Customer shall accept this Offer by paying the sum stipulated in the invoice in accordance with the Offer. For the avoidance of doubt, partial payment will not be considered as a proper Acceptance of this Offer.

6.2. If the payment was made outside the limitation period set for it RIOU reserves a right to consider such payment as a proper one or to reject such payment as the Acceptance of this Offer and return such payment to the payer.

6.3. If any Customer wishes to send more than one Student the appropriate amount should be paid for each according to article 5 of this Offer.

6.4. The fact of provision of Educational services in full is a diploma. In case of partial delivery of Educational services (termination the Contract on Education before graduation) the RIOU shall issue a certificate of attendance or period of training. The forms of such documents are set by the RIOU in accordance with Russian legislation.

6.5. After the end of each trimester Parties shall sign a document named "Act of acceptance" in which Parties shall point out the passed trimester and the cost of this trimester according the Contract on Education. If within 5 (five) days after completion of the trimester the Customer has not signed the act and has not sent objections to the services rendered, the service is considered rendered properly and accepted by the Customer.

7. DURATION AND AMENDMENT OF THE OFFER

7.1. The Offer becomes effective on the date specified in the "Date of Entry" and shall be valid until: a) August 26, 2020 for any foreign Applicant who requires a visa to enter and stay in Russia; b) September 10, 2020 for all other Applicants who does not need any visa to enter or stay in Russia.

7.2. RIOU reserves the right to amend the terms of this Offer and / or withdraw the Offer at any time at its discretion. The amendments shall enter into force as soon as they are published on RIOU's website. Any further amendment shall not apply to any Students who have already Accepted the Offer in a proper way.

8. DURATION AND AMENDMENT OF THE CONTRACT. TRANSFER AND ACCEPTANCE OF RENDERED SERVICES

8.1. Acceptance of the Offer made in accordance with the section 6 of the Offer creates the Preliminary Contract.

8.2. The Preliminary Contract shall come into force on Acceptance of the Offer and is valid until either: a) concluding (by signing paper copies) the Contract on Education, or b) the Preliminary Contract is terminated.

8.3. In the event that the Offer is completely withdrawn, the Preliminary Contract shall be considered terminated from the moment of withdrawal.

9. TERMINATION OF THE SERVICE CONTRACT

9.1. The Preliminary Contract can be terminated:
- by mutual consent of the Parties at any time;
- by unilateral will of the Customer before the main Contract (Contract on Education) is signed by Parties;
- in cases set out in this Offer and / or in Russian legislation.

9.2. The termination of the Preliminary Contract for any reason shall not release the Parties from liability for any breaches of the contract that occurred during the period of its validity.

10. LIABILITY OF THE PARTIES

10.1. The Parties shall be liable hereunder in accordance with the laws of the Russian Federation.

10.2. The parties are free from responsibility for partial or full violation of obligations under the Service Contract if this non-fulfillment was a result of circumstances which are beyond the control of the

Parties and have arisen after the conclusion of the Service Contract, or if the failure to perform the obligations of the Parties under the Service Contract was the result of events of extreme character, which the Parties could not either foresee or prevent by reasonable measures.

10.3. In the event the Preliminary Contract or main Contract (Contract on Education) is terminated by the Customers initiative before the first day of education, all the paid sum will be returned to the payer in 15 (fifteen) days after RIOU receives the request to terminate the contract. All sums will be returned except costs of the transfer.

10.4. In the event the Service Contract is terminated during the Education Period, RIOU will return the payment for those semesters (terms) that have not yet started by the time RIOU receives the notification of termination the Contract on Education

11. OTHER PROVISIONS

11.1. If a court or any other competent authority finds that any provision of this Offer or contract preliminary or main (or any part of any provision) is invalid or illegal, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity of the other provisions of this Offer or contract shall not be affected.

11.2. This Offer shall be governed by and interpreted in accordance with the laws of the Russian Federation. Any dispute and/or difference arising out of or in connection with this Offer or Service Contract shall be subject to consideration in accordance with the laws of the Russian Federation.

12. DETAILS OF RIOU

12.1 **RIOU**
Primary State Registration Number 1097799042967
Tax ID number 7706414503

Tel. 7 (495) 956-24-30 (Moscow), 7 (862) 262-97-20 (Sochi)
Fax 7 (495) 956-24-31 (Moscow), 7 (862) 262-97-21 (Sochi)
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