

# **An Offer № MSA-ENG/2022-2023/1.0**

**to enter into the Preliminary Contract to Study at RIOU**

**Russian Federation, Moscow**

**November 19, 2021**

**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 77JI01 № 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. **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 2022-2023** – duration of time from the beginning of training in September 2022 to June 2023 (the exact dates of the beginning and completion of training are set in the calendar training schedule).

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

**MSA Programme** – additional professional programme "Master of sports administration" (professional retraining programme)\*, the description of which is given in clause 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.

\* in accordance with the description given by the Russian legislation.

- 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, the Parties undertake to conclude the main contract (Contract on Education) no later than the first week of training on the terms provided for in this Offer.

The subject of the Contract on Education are Educational Services provided within the Education Period 2022-2023.

- 2.2. The description of the MSA Programme:
- Professional field / profile.** Management / sports management.
- Language of study.** English.
- Form of classes.** Full time education.
- Location of classroom sessions.** RIOU's Sochi branch located by the following address: Krasnodarskiy krai, Sochi, Ordzhonikidze str. 11.
- Volume of the programme.** 1920 academic hours.
- Duration.** From September 2022 to June 2023 (the exact start and end dates of training are specified in the Contract on Education).
- Type of the document issued in case of successful graduation the programme.** Diploma of professional retraining programme.
- The content of the educational programme is determined and developed by the RIOU.
- The content of the MSA Programme, the schedule of classes, and places of practice are determined by the RIOU.
- Training consists of three periods (trimesters), the terms of which are determined in the calendar training schedule.
- If the epidemiological situation worsens classes of the MSA Programme including the defense of the qualification (diploma) work, can be transferred to a remote format. In case of cancellation of restrictions (or bans), the student must arrive at the place of study in Sochi as soon as possible. The date and time of arrival is agreed with the RIOU.
- 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 can be concluded only after the decision of the Admission Committee on the Applicant's passing the competitive selection process. After such a decision is made by the Admission Committee, the RIOU issues an invoice for payment to the Applicant (Customer). Payment of the invoice in accordance with the terms of the Offer means Acceptance of the Offer. At the conclusion of the Contract on Education, the amount paid under this Offer will be credited to the payment of Educational Services under the Contract on Education.
- 3.2. A mandatory condition for the provision of Educational Services is the acceptance and compliance by the Customer, and if the Customer is not a Student, then also a Student, with the requirements and provisions set out in the Offer.
- 3.3. The Customer does not have the right to transfer his/her rights under the Preliminary contract or Contract on Education to any third party.

- 3.4. A mandatory condition for the conclusion of the Contract on Education is the presentation of the original, previously provided mandatory documents of Students by the time of the conclusion of the Contract on Education.
- 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 the library of the RIOU, electronic archives, materials, access services to programs, including those located on the Internet, provided by the RIOU for the organization of the educational process.
- 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 the RIOU of changes in their data that were submitted at the time of admission.
- 4.2.3. Comply with all the rules, orders and other RIOU regulations.
- 4.2.4. In case of absence from classes or certification (including those conducted online), immediately inform the RIOU about the reason of absence and submit documents confirming this reason.
- 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, in particular, in the following cases:

4.3.2.1. Violation of the payment terms.

4.3.2.2. Providing false information about yourself when applying for training.

4.3.2.3. Violation of the training rules.

The Contract on Education is considered terminated on the day of deduction.

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

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

4.4.3. 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.

4.4.4. Provide the Student with methodological materials on the MSA Programme, provide access to materials of electronic archives, services of access to programs, including those located in the global telecommunications network of the Internet, necessary for the purposes of organizing the educational process.

### 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**.

VAT is not applied according to subparagraph 14 of paragraph 2 article 149 of Tax Code of Russian Federation.

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.

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

In the payment order (purpose of payment), the full surname, first name and patronymic (if any) of the Student must be indicated.

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) to 12 of September 2022 the **first** term in the amount of **5.700** (five thousand and seven hundred) U.S. Dollars;
  - b) to 31 of January 2023 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 30 of April 2023 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.

**In agreement with the Customer, the payment invoice can be issued for several trimesters at once. In this case, payment is subject to trimesters, starting from the first and subsequent in ascending order (second, third), which is indicated when paying. When paying for several trimesters, the payment must be credited to the RIOU account no later than the date of validity of this Offer.**

- 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 Educational Services includes: 1) use of the library (Information and resource center); 2) provision of access to electronic archives, materials, services, programs, resources, including those located on the Internet; 3) expenses for transportation of the Student to the places of practice (Sochi and adjacent territories); 4) translation into Russian of classes conducted by foreign lecturers; 5) branded clothing provided during practical classes or sports events (if they are held).
- 5.5. Any payment must be done by bank transfer.

## **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.

## **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 September 12, 2022.
- 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. Liability of the parties**

- 8.1. The Parties shall be liable hereunder in accordance with the laws of the Russian Federation.
- 8.2. 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.

- 8.3. 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.
- 8.4. In the event the Service Contract is terminated during the Education Period, RIOU will return the payment for those trimesters (terms) that have not yet started by the time RIOU receives the notification of termination the Contract on Education

## **9. Other Provisions**

- 9.1. 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.
- 9.2. 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.

## **10. Details of RIOU**

### **10.1 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)

**E-mail:** [msa@olympicuniversity.ru](mailto:msa@olympicuniversity.ru)