#### AGREEMENT OF ACCESSION No

TO THE RULES OF RENDERING PAID EDUCATIONAL SERVICES IN THE FIELD OF GENERAL SECONDARY EDUCATION NON-GOVERNMENT EDUCATION INSTITUTION "SMART SCHOOL"

Tashkent city

Non-government Education Institution "Smart School" ("CAMPUS "A", "B"), hereinafter referred to as the "Institution" or "School", represented by the director Pachurina Alexandra Vyacheslavovna, acting on the basis of the Charter and the License for the right to carry out activities to provide educational services No UUT 0114 dated November 8, 2019, on the one hand, and a citizen

### 1. TERMINOLOGY

1.1. The terms in the text of this Agreement have the meaning determined by the Rules for the provision of paid educational services in the field of general secondary education of the non-government education institution "Smart School" and its branches (hereinafter referred to as the "Rules"), which is an integral part of this Agreement.

### 2. SUBJECT OF THE AGREEMENT AND TERMS OF PAYMENT

- 2.1. The subject of this Agreement is the accession in accordance with Art. 360 of the Civil Code of the Republic of Uzbekistan of the Parent to the Rules published on the Website of the non-government education institution "Smart School" www.smartschool.uz, to provide the Student with paid educational services in the field of general secondary education within the state educational standard in accordance with the curriculum of the School (hereinafter referred to as the "Services").
- 2.1.1. The term for mastering the educational program (part of the program) at the time of signing the Accession Agreement is from "\_" to "" class 2022 20 academic year.
- 2.1.2. After the student has mastered the educational program according to the state educational standard and successfully passed the stage exams, he is issued a document (report card) of the state standard or a document on the development of certain components of the educational program in case of expulsion of the child from the Institution at the initiative of any of the Parties until he completes the training in full.
- 2.1.3. Schedule of the School: on working days from Monday to Friday: from 8:30 to 17:30 Tashkent time. On the basis of the Order of the School, the duration of the work schedule on Working Days can be reduced on the eve of holidays (non-working days and / or if a holiday is preceded by days off.
- 2.1.4. Services are provided as a whole, without the possibility of separating individual components.
- 2.1.5. For services in the field of optional additional education, development, creative and other activities with the Child, which are not the subject of this Agreement, the Parties may conclude additional agreements on the conditions specified in them. In particular, for an additional fee, the School may provide the following additional services: an hourly increase in the student's allowance in excess of the time established by the regime (clause 2.1.3. of the Agreement); occupation in circles and studios, another.

- 2.2. When concluding this Agreement, the Parent:
- 2.2.1. got acquainted with the Instructions on access control in the Smart School and its branches (hereinafter referred to as the "Instructions") and the Code of Conduct in educational institutions of the Smart School (hereinafter referred to as the "Procedure") and undertakes to comply with their conditions, as well as ensure compliance of these local acts of the non-government education institution "Smart School" by the Child in the part concerning him. Violation of the terms of the Instruction and/or the Procedure by the Parent and/or the Child is a material breach of the Agreement and is the basis for the unilateral (out of court) termination of this Agreement by the Institution in the manner prescribed by the Rules;
- 2.2.2. Is obliged to provide the School with complete and reliable information and documents of the Student, the list of which is defined in the Rules. At the same time, the Parent bears full personal responsibility for the accuracy, completeness and compliance of the submitted documentation and information about the Child, his objective state of health, physical fitness, level of development and psychological status;
- 2.2.3. Got acquainted with the premises and the fenced area of the School, located at the address: Tashkent, Mirabad district, st. Amir Temur, 33-house, Chilanzar district, Chilanzarskaya st., 6, as well as with their sanitary, technical, household, architectural, landscape provision and condition. By concluding (signing) this Agreement, the Parent confirms that he recognizes the premises and the territory for the provision of services as appropriate according to the specified parameters in order to implement the terms of this Agreement in the interests of the Student and agrees with the condition of the premises and territory "as is". All explanations and demonstration of the premises and territory necessary for the Parent were made by the Institution; the necessary approvals are presented for review. There are no stated claims and / or comments from the Parent, the premises and territory are recognized as appropriate;
- 2.2.4. on the basis of the Law of the Republic of Uzbekistan. "On Personal Data" expresses its consent to the Institution:
- for the processing, use and storage of their personal data and the personal data of the Child on paper and / or electronic media with and / or without the use of automation tools for collecting, recording, systematizing, accumulating, storing, clarifying (updating, changing), extracting, using, transfer (distribution, provision, access, including when entrusting the processing of personal data to third parties), depersonalization, blocking, deletion, destruction, etc. Personal data in respect of which consent is given: passport, contact details of the Parent, the degree of his relationship with the child, address of residence and postal address with him, social, official, financial and material status, education, profession; data of the Student's birth certificate, his degree of relationship with the Parent, address of residence and actual location, data and information of medical documents and other data declared by the Parent in relation to him, which can be established from written documents and questionnaire materials. Consent to the processing, use and storage of personal data is provided from the date of signing this Agreement and is valid until the date of written withdrawal of the specified consent by the Parent, by means of an official written application to the non-government education institution "Smart School";
- for the use by the Institution for the purpose of posting in official public information sources owned and used by non-government education institution "Smart School" in its activities, photo and video materials with the participation of the Child and the Parent in case of his participation in the relevant photo and video materials. This consent is provided from the date of signing this Agreement and is valid indefinitely or until it is withdrawn by a separate written request from the Parent to the non-government education institution "Smart School" in an official letter.

The Institution has the right to transfer personal data to third parties in order to fulfill its obligations under the Agreement for an unlimited period of time. This consent is provided from the date of signing this Agreement and is valid indefinitely or until it is withdrawn by a separate written request from the Parent to the Institution with an official letter;

### 2.2.5. Confirms that:

- this Agreement was signed of his own free will without any reservations, exceptions, exemptions and objections, although he (the Parent) was invited to make changes and conclude an agreement on different terms, if, in his (Parent's) opinion, this Agreement deprives him of (Parent) and the Child of the rights that are usually granted under contracts of this type or exclude or limit the liability of the School for breach of obligations or contain other clearly burdensome conditions for him (the Parent) that he (the Parent), based on his own interests, would not accept if he (the Parent) has the opportunity to participate in determining the terms of this Agreement;
- will not make claims in case of illness of the child and takes full responsibility for his decision to send the child to attend the School during the COVID-19 pandemic;
- 2.3. The Parent hereby declares its awareness and consent that the following contact information may be used by the Institution to communicate to the Parent any information and/or notifications and/or messages and/or changes in cases provided for in this agreement and/or the Rules:

- Mobile phone								
<ul> <li>Mailing addre</li> <li>Residential</li> </ul>	address	to	an	identity	or	proof	of	right

- 2.4. The cost of services and the procedure for its payment are determined by the Parties in Appendix No. 1 to this Agreement, which is an integral part of this Agreement.
- 2.4.1. Services are paid in full without recalculations/refunds for non-working or missed days (regardless of the reasons, including illness, treatment, quarantine, parental isolation, parental leave, vacations, home study mode, etc.), except for the following cases:
- 2.4.2. Payment for the Services under this Agreement is made in cash or non-cash payments according to the details specified in this Agreement on the basis of 100% prepayment of the monthly cost of the Services specified in Appendix No. 1 to this Agreement, in the following order:
- For the first month within 5 (Five) Banking days from the date of signing this Agreement; for subsequent months monthly until the 10th day of each current month.

If the last day of the payment due date falls on a non-working day, the payment date shall be the first Business Day following the non-working day.

The Parent has the right to pay in advance (in advance) for future months during which the Services under the Agreement will be provided.

2.4.3. The date of payment is the date of transfer of funds to the settlement account of the Institution.

- 2.4.4. Non-cash payment can be made: from a bank account; through electronic payment systems; in other ways provided for by the legislation of the Republic of Uzbekistan.
- 2.4.5. The Parties hereby agree that any funds transferred (transferred, to be transferred) under this agreement or additional agreements thereto are not a commercial loan (loan) and do not entitle the creditor under the corresponding monetary obligation and do not act as grounds for accrual and receipt of debtor interest on the amount of debt for the period of use of funds.

# 3. RIGHTS, OBLIGATIONS, RESPONSIBILITIES, DISPUTE RESOLUTION AND

### OTHER CONDITIONS OF THE AGREEMENT

- 3.1. The rights and obligations of the Parties, their liability, the procedure for resolving disputes and other conditions for the provision of services are specified in the Rules.
- 3.2. By joining the Rules, the Parent confirms that he:
- 3.2.1. Fully and fully acquainted with and accepts all the conditions of the Rules, Instructions and Procedure in the form in which they are set out, without any conditions, exceptions and reservations;
- 3.2.2. Agrees and undertakes to comply with the terms/requirements of this Agreement, Rules, Instructions and Procedure. Their contents and possible legal and educational consequences for the Parent and the Child in connection with the conclusion of the Agreement are fully understood;
- 3.2.3. is legally capable / capable and confirms his legal right to enter into contractual relations with the Institution;
- 3.2.4. Indicated true, valid and complete information in this Agreement.

### 4. VALIDITY OF THE AGREEMENT

- 4.1. This Agreement comes into force from the moment of its signing and is valid until 31.05.20 inclusive; the Agreement is not subject to automatic prolongation (extension).
- 4.2. This Agreement is considered terminated automatically at the initiative of the Parent without written notice (notification is considered this clause of the Agreement) in the event of:
- If the Child for no reason (unreasonably) does not attend the School for more than 15 (fifteen) calendar days continuously;
- Delays in the payment of the Services for more than 10 (ten) calendar days from the date of the obligation to pay under this Agreement.
- 4.3. This Agreement may be early terminated and / or terminated on other grounds provided for in the Rules.

### 5. OTHER CONDITIONS

- 5.1. Except as otherwise provided in the Rules, any change in the terms of this Agreement is made by mutual agreement of the Parties and is formalized in a written agreement. Any additional agreements to this Agreement shall not have legal effect if they are made without the knowledge of the Institution and there are no signatures and seals of the Institution on these agreements.
- 5.1.1. Amendments and/or additions to the Rules are made in the manner specified in the Rules.
- 5.2. From the moment of conclusion of this Agreement, all previously concluded Agreements between the Parties shall cease to be in force, unless they are kept in force by a separate agreement of the Parties, from which this directly follows.

5.2. This Agreement is signed on 3 pages by the will of the Parties in Russian in 2 copies: one for the Institution, and the other for the Parent, having equal legal force. The signing of this Agreement confirms the fact that each party has received its copy of the Agreement.

# 6. ADDRESSES AND DETAILS OF THE PARTIES

# INSTITUTION

NON-GOVERNMENT EDUCATION INSTITUTION "Smart School"

Tashkent city, Mirabad district, Amir Timur avenue, 33, Account 2020 8000 9006 4356 3001

JSC BANK "KAPITAL BANK"

MFO 00445

STIR 304131404

CCEA 85200

Tel. 71-231-99-55; 71-231-99-66

Director of non-government education institution "Smart School"

Pachurina V.A.

**PARENT** 

**FULL NAME** 

Passport series

Address of residence

Place of work, position

Signature

To the Contract of Accession educational services in the field of general secondary education r "SMART SCHOOL" for N	non-gov	ernment educ	ation institution
ACREMENT ON THE CONTRACTION	I DDICE		
AGREEMENT ON THE CONTRACTUAL	LPRICE		
We, the undersigned:			
- from the "INSTITUTION": non-government education institution represented by the director Pachurina A.V., acting on the basis or right to carry out activities to provide educational services No UUT hand,	f the C	harter and the	License for the
- from "PARENT": citizen			
(passport issued		ser	ies,
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This agreement is the basis for mutual settlements and payme between the Institution and the Parent.	ents un	der the access	ion agreement
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INSTITUTION	PAREI	NT	
Director of non-government education institution "Smart School"	FULL	NAME	
Pachurina V.A.	Signa	ture	
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Director of non-government education institution "Smart School"	FULL NAME
Pachurina V.A.	Signature
The parent received the 2nd copy of the contractdate	te"y

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