

**Preliminary Agreement No. from " \_\_\_\_ " \_\_\_\_\_ 2022**  
**on the intent to conclude a General Agreement with Volga State University of Technology**

Federal State Budgetary Educational Institution of Higher Education “Volga State University of Technology” being the Party rendering educational services (Executor) hereinafter referred to as the “University”, carrying out educational activities based on the a license for educational activity 90JI01 No. 0009295, registered under No 2253 issued by the Federal Service of Supervision in Education and Science dated 29.06.2016, and State Accreditation Certificate No 90A01, No 0003109 registered under No 2964 issued by the Federal Service for Supervision in Education and Science on 19.12.2018 in the person of the Vice-Rector for the University Complex Development, Aleksei Arkadevich Rozhentsov, acting under the power of attorney No 145-D/2021 dated November 20, 2021, publishes this proposal to conclude a Preliminary Agreement of Intent to conclude an Agreement for Enrollment in Volga State University of Technology (hereinafter – Preliminary Agreement) at the appropriate level of education and under the appropriate conditions of study, addressed to any person with whom this Agreement is concluded, on the conditions defined below.

A person with whom the Preliminary Agreement of Intent is concluded is hereinafter referred to as the “Applicant”.

This Preliminary Agreement of Intent shall be considered a public offer in accordance with Clause 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter referred to as the “RF Civil Code”). The public offer (hereinafter referred to as the “Offer”) shall come into force upon being published on the official website of the University <http://www.volgatech.net> and shall be valid until the withdrawal of the Offer by the University. The University is eligible to change the terms of the Offer or withdraw it at any time at its discretion. Should the University change the terms of the Offer, the changes will take effect from the moment the amended terms of the Offer are published on the official website of the University <http://www.volgatech.net>, unless otherwise specified by the University at the moment the changes are published. The changes will not affect the University's and the individuals' signing the mutual obligations in the Agreement until the revised terms of the Offer are published.

The provisions of the **Preliminary Agreement of Intent** shall be considered fully and unconditionally accepted by the Applicant (acceptance of an Offer) in accordance with Clauses 1 and 3 of Article 438 of the RF Civil Code, as specified in Clauses 1.1 and 1.2 of the present Agreement. By fulfilling the above specified terms, the Applicant confirms his/her compliance with the terms of admission to the University at the appropriate level of education and under the appropriate conditions of study.

The Offer shall be valid for the entire period of the University licence for educational activities or until its withdrawal by the University.

## **Article 1.**

### **Subject of the Preliminary Agreement of Intent**

1.1. In accordance with the terms of this Preliminary Agreement of Intent, the Applicant undertakes:

- to pay the consultancy and information services fee determined by the University for processing the study visa paperwork (1,700 rubles for CIS citizens and 3,500 rubles for non-CIS foreign citizens),
- to pay a preliminary fee of 25% - 50% of the annual tuition fee for the first year of studies at Volga State University of Technology in the programme specified in Annex No1 to the Preliminary Agreement of Intent,

- to submit to the University the documents specified in Clauses 1.2., 1.3., and 1.4. of the Preliminary Agreement of Intent; the University agrees to enroll the Applicant at the appropriate level of education, to provide the relevant study conditions, and to conclude with the Applicant an Agreement for Enrollment at Volga State University of Technology (hereinafter referred to as the General Agreement), provided the Applicant meets the eligibility criteria specified in the Rules for Admission to the University at the relevant level of education and the conditions of study.

1.2. In order to be considered an enrollee, the Applicant undertakes to pay the tuition fee specified in Clause 1.1. of the Agreement, on the following conditions:

1.2.1. The total amount of the tuition fee for the programme is published on the official website of the University <http://www.volgatech.net>

1.2.2. The Applicant is obliged under this Preliminary Agreement of Intent to make a partial preliminary payment of 50% of the annual tuition fee for the first year of studies in the programme. After enrollment in the University (after the Order of Enrollment is issued), the Applicant pays the balance for the first year of studies at the University.

1.2.3. All bank transfer fees under this Agreement are to be covered by the Applicant. Tuition is valid once the money is credited to the University account.

1.2.4. An Applicant is eligible to have his/her tuition fee paid by other individuals or legal entities. The payment should indicate the full name of the Applicant and the registration number of the Preliminary Agreement of Intent as grounds for accepting funds. The Applicant is nonetheless responsible for the commitments outlined in the Preliminary Agreement of Intent even if the tuition is paid by the third parties.

1.2.5. Payment is made to the settlement account of the Federal State Budgetary Educational Institution of Higher Education "Volga State University of Technology", indicated on the official website.

1.3. In order for the University to consider the application and conclude the Agreement, the Applicant must submit copies of the following documents to the University:

1.3.1. an Application form for admission to Volga State University of Technology.

1.3.2. a copy of the passport or other relevant ID document;

1.3.3. a translated and notarized copy of the passport or other relevant ID document;

1.3.4. a copy of a standard document on education (on education and qualifications) issued in a foreign country, provided that the education certified by the above document is recognized in the Russian Federation at the level of the relevant education stipulated by the legislation of the Russian Federation;

1.3.5. a translated copy of a standard document on education (on education and qualifications) and a supplement to this document issued in a foreign country (provided the supplement is recognised by the legislation of the issuing country).

1.4. The Applicant undertakes to enter the Russian Federation after receiving an invitation from the University and to do the following when they get there:

1.4.1. to comply with the requirements outlined in Federal Law No. 274-Φ3 of July 1, 2021, "On introducing amendments to the Federal Law "On the Legal Status of Foreign Citizens in the Russian Federation," and the Federal Law "On State Fingerprint Registration in the Russian Federation"

1.4.2. to provide the following documents:

- a chest X-ray report (CXR) (validity period for a chest X-ray test is 1 year);
- a medical report from a dermatologist/venerologist (about the presence/absence of diseases),
- a syphilis blood test (blood test for RW),
- a standard HIV blood test,
- COVID-19 Polymerase Chain Reaction test (PCR-test) validity period is 3 days (72 hours),
- a medical report from a therapist.
- a medical insurance policy.

1.4.3. to comply with the requirements regarding admission to the University for study at the appropriate level of education and under the appropriate conditions of study, as provided for by the Rules for Admission to the University for the relevant academic year. The Rules for Admission to the University can be found on the official website of the University <http://www.volgatech.net>.

1.5. In case of non-fulfillment of the conditions specified in Clauses 1.2, 1.3, and 1.4. of this Preliminary Agreement of Intent, the University reserves the right to refuse the Applicant's enrollment.

1.6. The documents specified in Clause 1.3 of this Preliminary Agreement of Intent should be sent to the University by any of the methods provided for in the Rules of Admission to the University for the current year, within the time limits established by these Rules for a specific level of education under specific conditions of study.

1.7. The General Agreement must be signed no later than three months after the Preliminary Agreement of Intent.

## **Article 2**

### **Offer Acceptance**

2.1. The moment when the Applicant has accepted the offer of the University to conclude this Preliminary Agreement of Intent (Acceptance of an Offer), in accordance with Clause 1 and 3 of Article 438 of the RF Civil Code, is considered to be the fulfillment of the obligations specified in Clauses 1.2. and 1.3. of this Preliminary Agreement of Intent. By fulfilling the above conditions, the Applicant confirms his/her compliance with the admission requirements to the University.

### **Article 3**

#### **Obligations of the University**

##### **The University:**

- 3.1. organizes the work of the admissions committee;
- 3.2. publishes information on admission to the University on the official website of an educational institution (Rules of Admission to the University, the number of budgetary / fee-based places, a list of training areas and specialties, university enrollment procedure, etc.);
- 3.3. ensures compliance with licensing requirements (regarding the profiles of the programmes, training areas, and number of students);
- 3.4. during the admission campaign the official website will be updated on a daily basis in accordance with the clauses of the Rules for Admission to the University for the current year in terms of informing applicants;
- 3.5. maintains telephone conversations with Applicants regarding admission to the University, in accordance with the established procedures of the Admissions Committee;
- 3.6. assists the Applicant in obtaining study visas to enter and to leave the Russian Federation in accordance with the procedure established by the Russian Federation law, as well as register with the departments of the Russian Federation's Ministry of Internal Affairs that manage accounting and control for immigration.
- 3.7. supports the Applicant to protect his/her rights and interests within the defined scope of its competence.
- 3.8. provides accommodation at the University dormitory based on the General Agreement concluded with the Applicant.

### **Article 4**

#### **Subject and Essential Terms**

- 4.1. The University shall provide educational services to the Applicant so that he/she gained the relevant education in accordance with the applicable law of the Russian Federation and under the Federal State Educational Standards (if applicable) in accordance with the curricula, University individual and educational programmes stipulated in the terms and conditions of the General Agreement.
- 4.2. The Applicant undertakes to master the educational programme in a due manner and complete the study programme including individual programme (if applicable) at the required time.
- 4.3. All expenses ensuing from the Applicant's entry onto the territory of the Russian Federation to study at the University, and the Applicant's departure from the territory of the Russian Federation after graduation (or expulsion) from the University shall be covered by the Applicant.
- 4.4. The Applicant may be expelled from the University in case of failure to cope with the curriculum or as a result of academic failure; poor health; incompatibility with the continuation of education; for violation of the University Statutes, the University Internal Regulations, Internal Regulations governing the rules of conduct in University dormitories and other local regulations of the University, for violation of the provisions of the General Agreement; and the breach of payment terms for the study programme and accommodation in a university dormitory for a period of more than 6 months, as well as for other reasons set out in the Russian Federation legislation related to foreign citizens during their stay in the Russian Federation.

### **Article 5**

### **Other Provisions**

5.1. All disagreements and disputes arising from the current Agreement shall be settled by the Parties by means of negotiations.

5.2. Should the Parties fail to come to an agreement by means of negotiation, all disagreements and arguments shall be settled in a corresponding court, at the address of the University registration.

5.3. In the event of circumstances that did not allow the Parties to conclude a General Agreement due to the lack of intention to study at the University, the Applicant is obliged to withdraw the application form in accordance with the procedure established by the Rules for Admission to the University for the current year.

5.4. In case of non-arrival of the Applicant to the University without a valid reason at the time specified in the Invitation, the preliminary fee of 50% of the annual tuition fee for the first year of study at Volga State University of Technology is not reimbursed by the University. **Valid reasons** include:

5.4.1. the **preliminary (before entering the Russian Federation) written notification** on the inability to leave the country of residence or inability to enter the Russian Federation,

5.4.2. the **preliminary (before entering the Russian Federation) written notification** on refusal to study at Volga State University of Technology due to documented (if applicable) circumstances that prevent studying at the University.

5.5. In accordance with clauses 5.4.1., 5.4.2. of the present Preliminary Agreement, the Applicant must notify the University by any legally appropriate means of communication at least 30 days in advance before the beginning of services rendering.

5.5.1. Should the Applicant be unable to enter the University for a valid reason, the accounting department of the University based on the official note of the Head of the International Students' Centre will reimburse all the deposited funds in full to the person who has signed an Obligation with the University (for the selection of candidates to study at Volga State University of Technology) and who has deposited funds under this Agreement on behalf of a foreign Applicant.

### **UNIVERSITY**

Federal State Budgetary Educational Institution  
of Higher Education  
Volga State University of Technology

### **Vice-Rector**

**for University Complex Development**

**A.A. Rozhentsov**