

**AGREEMENT No. \_\_\_\_B**  
**on additional educational programs training**

Moscow

" \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_

Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre», carrying out educational activities on the basis of License No. 036918 dated December 22, 2015, issued by the Department of Education of the city of Moscow, hereinafter referred to as the "Contractor" or "Centre", represented by the Artistic Director – Olga Rostropovich, acting on the basis of the Charter, on the one hand and

hereinafter referred to as the "Student", on the other hand, jointly referred to as the Parties, acting in accordance with the Federal Law of December 29, 2012 No. 273-FZ "On Education in the Russian Federation" and other legislation of the Russian Federation and the city of Moscow, have concluded this Agreement as follows:

**I. Subject of the Agreement**

1. The Contractor undertakes to provide the Student with educational services for the additional educational program "Vocal Art" in the full-time (in-person) form of study in accordance with the curricula and educational programs of the Contractor; and the Student undertakes to pay for the services rendered and to fulfill the obligations assumed under this Agreement properly.
2. **The term for the provision of services is 2 (two) academic years** and it is calculated from the date of publication of the order "On enrollment" of the Student until the date of publication of the order "On training completion" or "On expulsion" of the Student. One academic year is equal to **10 (ten) calendar months**. The academic year begins on September 1st and ends no later than June **30**, according to the working curriculum.
3. The result of services provision: upon completion of the training (subject to the completion of the educational program by the Student and the successful completion of the final certification) the Student is issued a full course of study "Certificate of Completion" (standard form) at the Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre». The rendered services are formalized by the Act of delivery and acceptance of the services rendered.
4. Educational programs were developed by the teachers of the Galina Vishnevskaya Opera Centre and were approved by the Center's Founder – **Galina Vishnevskaya**.
5. The educational process at the Centre is carried out on the basis of the "Regulation on the organization of the educational process".
6. A probationary period is set for the Student from the beginning of the academic year – one semester, followed by an audition by the Pedagogical Council, which determines the possibility and expediency of further education.
7. The Contractor may extend the Student's study period up to three years on the basis of the Student's application, and by a decision of the Pedagogical Council, if there are sufficient grounds for this.
8. In the event of early termination of this Agreement on the grounds provided for in the Agreement, the Contractor has the right to issue the Student a "Reference paper on taking the training course".
9. **Place of the services rendering (conducting lessons/classes): 25 building 1, Ostozhenka st., Moscow**

**II. Rights of the Contractor and the Student**

1. **The Contractor has the right to:**
  1. Independently carry out the educational process, to establish assessment systems, forms, procedure and frequency of intermediate certification of the Student.
  2. Apply incentives and disciplinary measures to the Student in accordance with the legislation of the Russian Federation, the constituent documents of the Contractor, this Agreement and local regulations of the Contractor.
  3. Involve the Student in participation in performances and rehearsals, including touring trips. This participation is an integral and mandatory part of the educational process and is carried out free of charge.
2. The student is granted academic rights in accordance with Part 1 of Article 34 of the Federal Law of December 29, 2012 N 273-FZ "On Education in the Russian Federation".
3. **The student has the right to:**
  1. Receive information from the Contractor on the organization and ensuring the proper provision of the services provided for in Section I of this Agreement.
  2. To contact the Contractor on issues related to the educational process.
  3. Use the property of the Contractor, necessary for the study of the educational program in the manner prescribed by local regulations.
  4. Take participation in social, cultural, health-improving and other events organized by the Contractor in the manner prescribed by local regulations.
  5. Receive complete and reliable information about the assessment of his/her knowledge, abilities, skills and competencies, as well as about the criteria for such assessment.

**III. Obligations of the Contractor and the Student**

**1. The Contractor obliges to:**

1. Enroll a Student, who has fulfilled the admission conditions, established by the legislation of the Russian Federation, constituent documents, local regulations of the Contractor.

2. Bring the information containing the details on the provision of paid educational services in the manner and volume provided for by the Law of the Russian Federation "On Protection of Consumer Rights" and the Federal Law "On Education in the Russian Federation" to the Student.
3. Organize and ensure the proper provision of educational services outlined in Section I of this Agreement. Educational services are provided in accordance with the curricula, including individual ones, and the Contractor's class schedule.
4. Provide the Student with the conditions for development provided for by the chosen educational program.
5. Hold the Student's position in case of missing classes for valid reasons (taking into account the payment for the services provided for in Section I of this Agreement).
6. Accept payment for educational services from the Student.
7. Provide the Student with respect for human dignity, protection from all forms of physical and mental violence, personal insults, protection of life and health.
8. Organize stage performances with the participation of the Student.
9. Organize training sessions for the Student with the participation of qualified teaching staff.
10. Organize and conduct regular and final auditions for the Student.
11. Monitor and ensure the proper condition of musical and other equipment, necessary for the implementation of the educational process.
12. Organize library services to support the educational process.
13. Maintain proper sanitary and fire-fighting condition of the areas and spaces.
14. Provide the Student at its own expense with high-quality drinking water and the ability to get meals (at the Student's expense) during the learning process.
15. Pay for the student's travel, accommodation and to provide daily allowance in accordance with the Regulations on business trips in the case the Student is sent on business trips (touring trips: contests, festivals, external performances of the Centre, as part of the educational process).
16. Provide the Student with a room in the dormitory (on the basis of a written application from the Student; subject to availability of places in the dormitory).
17. Ensure the safety of the Student's personal data in accordance with the requirements of the current legislation of the Russian Federation.

## **2. The Student obliges to:**

1. Timely pay for the educational services provided to the Student, specified in Section I of this Agreement, in the amount and in the manner determined by this Agreement, as well as to provide payment documents confirming such payment.
2. The student is obliged to comply with the requirements established in Article 43 of the Federal Law on December 29, 2012 N 273-FZ "On Education in the Russian Federation", including:
  - carry out tasks to prepare for the lessons provided by the curriculum;
  - it is imperative to notify the Contractor (Studies Office) in advance of the absence in the classroom and the reasons for such absence;
  - study in an educational organization according to an educational program in compliance with the requirements established by the Contractor's curricula, including individual ones;
  - comply with the requirements of constituent documents, Fire Safety Rules and other local regulations of the Contractor;
  - timely complete training tasks, regularly attend all training sessions, in accordance with the approved Curriculum, follow the schedule and fulfill all the requirements for the educational process by the Studies Office;
  - comply with the academic discipline;
  - pass auditions set by the Curriculum, and certification in the disciplines of the Curriculum in accordance with the Curriculum.
3. Participate in productions of the Galina Vishnevskaya Opera Centre, including the tours as part of the educational process, both as a soloist and in choir and crowd scenes.
4. Compensate for the damage (in full) in the manner prescribed by the current legislation of the Russian Federation in the event of damage to the property of the Contractor.
5. Respect the honor and dignity of teachers, other students and employees of the Contractor.
6. Not to use objects of copyright and related rights (intellectual property) belonging to the Contractor, and not to transfer the right of such use to third parties.
7. Not to take part in any competitions and other public performances, as well as not to use the title of 'soloist of the Galina Vishnevskaya Opera Centre' without written approval from the Artistic Director of the Centre or the Deputy Artistic Director for educational issues (during the absence of the Artistic Director).

## **IV. Cost of services, terms and payment procedure**

1. The total cost of paid educational services for the entire period of study of the Student is established annually by order of the Artistic Director and is \_\_\_\_\_ Russian rubles (VAT is not levied on the basis of Chapter 21, Article 149, paragraph 2, subparagraph 14 of the Russian Federation Tax Code).
2. Payment is made monthly by advance payment no later than the first day of the paid month. The cost of one month of training is \_\_\_\_\_ Russian rubles (VAT is not levied on the basis of Chapter 21, Article 149, paragraph 2, subparagraph 14 of the Russian Federation Tax Code).
3. An increase in the cost of educational services after the conclusion of the Agreement is not allowed, with the exception of an increase in the cost of these services, considering the inflation rate provided for by the main

characteristics of the federal budget for the next financial year and planning period. In case of missing any classes for any reason, the recalculation of the cost of training is not applicable.

4. Payment is made by bank transfer to the account of the Contractor specified in Section X of this Agreement on the basis of an invoice via the branches of Sberbank of Russia. Admission to training is only subject to payment.

#### **V. Grounds for amendment and termination of the Agreement**

1. The conditions on which this Agreement is concluded may be changed by agreement of the Parties or in accordance with the legislation of the Russian Federation.
2. This Agreement may be terminated by agreement of the Parties.
3. This Agreement may be terminated at the initiative of the Contractor unilaterally in the following cases:
  - finding out a violation of the admission procedure to the Centre, which has led, through the fault of the Student, to illegal enrollment in the Centre;
  - delay in payment for the paid educational services for more than 10 (ten) calendar days and / or regular (more than two times in a row) untimely payment;
  - impossibility of proper fulfillment of the obligation to provide paid educational services due to the actions (inaction) of the Student;
  - expulsion of the Student as a disciplinary measure (in the manner prescribed by Section VII of this agreement);
  - in other cases, stipulated by the legislation of the Russian Federation, the Regulations on the organization of the educational process, and this Agreement.
4. This Agreement may be terminated early on the initiative of the Student unilaterally in the following cases:
  - transfer of the Student to continue the educational program development in another organization carrying out educational activities;
  - refusal of the Student from further study of the educational program without giving reasons, subject to the notification of the Contractor no later than 30 (thirty) calendar days before the date of the planned refusal and subject to payment to the Contractor of the expenses actually incurred by it related to the fulfillment of obligations under the Agreement.
5. This Agreement can be terminated early due to circumstances beyond the control of the Student and the Contractor, including in the event of the Contractor's liquidation.

#### **VI. Responsibility of the Contractor and the Student**

1. The Parties shall be liable under the laws of the Russian Federation and this Agreement for non-fulfillment or improper fulfillment of their obligations under the Agreement.
2. In case a lack of educational services is discovered, including the partial provision (not in full), provided for by educational programs (part of the educational program), the Student has the right to demand the following (subject to choice):
  - 6.2.1. Free provision of the educational services;
  - 6.2.2. A commensurate decrease in the cost of the educational service provided;
  - 6.2.3. Reimbursement of expenses incurred by the Student in order to eliminate the shortcomings of the provided educational service by himself or by third parties.
3. The Student has a right to refuse to execute the Agreement if he / she has discovered a significant defect in the educational service provided or other significant deviations from the terms of the Agreement.
4. If the Contractor has violated the term for the provision of educational services (the term of the beginning and / or the end of the provision of educational services and / or the intermediate term for services) or if, during the provision of educational services, it has become obvious that it would not be completed on time, the Student has the right, at his choice, to:
  - 6.4.1. Assign a new term to the Contractor, during which the Contractor must start providing educational services and / or finish providing educational services;
  - 6.4.2. Entrust the provision of educational services to third parties at a reasonable price and demand to reimburse the costs incurred from the Contractor;
  - 6.4.3. Demand a reduction in the cost of educational services;
  - 6.4.4. Terminate the Agreement.
5. The parties are exempt from the liability for partial or complete non-fulfillment of obligations under this Agreement, if this failure was a consequence of force majeure circumstances as interpreted by the current legislation of the Russian Federation, arising after the conclusion of this Agreement as a result of emergency events, the occurrence of which a party that did not fulfill obligations in full or in part, could neither foresee nor prevent by reasonable measures.

#### **VII. Grounds and procedure for expulsion of the Student**

1. A Student may be expelled from the Centre on the following grounds:
  - 7.1.1 by agreement of the Parties  
The expulsion of the Student by agreement of the Parties is formalized by an agreement on early termination of the Agreement and by the order of the Artistic Director "On expulsion".
  - 7.1.2. at the initiative of the Centre in the following cases:
    - finding out a violation of the admission procedure to the Centre, which has led, through the fault of the Student, to illegal enrollment in the Centre;
    - impossibility of proper fulfillment of the obligation to provide educational services due to the actions (inaction) of the Student;
    - application of expulsion to the Student as a disciplinary measure in the manner prescribed by the Regulation on the

organization of the educational process.

The expulsion of the Student on the initiative of the Centre is formalized by the order of the Artistic Director "On expulsion".

**7.1.3 at the initiative of the student in the following cases:**

- transfer of the Student to continue the study up of the educational program to another organization carrying out educational activities;
- refusal of the Student from further study up of the educational program without specifying the reasons (subject to the notification of the Centre no later than 30 (thirty) calendar days before the date of the planned refusal to study).

The expulsion of the Student on the initiative of the Student is made on the basis of his/her written application and is formalized by the order of the Artistic Director "On transfer" or "On expulsion".

**7.1.4 in other cases, foreseen by the legislation of the Russian Federation.**

2. In case expulsion is applied to the Student as a disciplinary measure, the expulsion is carried out in the manner prescribed by the Regulations on the organization of the educational process.

**VIII. Term of the Agreement**

1. This Agreement shall enter into force from the date of its conclusion by the Parties (signature by both Parties) and is valid until the Parties fully fulfill their obligations or until termination, respectively.

**IX. Final provisions**

1. This Agreement is made in two copies, one for each of the Parties. All copies are equally valid. Amendments and additions to this Agreement can be made by agreement of the Parties in writing only; an agreement on amendment or addition must be signed by authorized representatives of the Parties.
2. The information specified in this Agreement corresponds to the information posted on the official website of the Contractor on the Internet as of the date of this Agreement.
3. The Student, by concluding this Agreement, gives his/her consent to the Contractor to process and to use his/her personal data for purposes related to the implementation of this Agreement, including the right to process personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer on the territory of the Russian Federation and cross-border transfer), depersonalization, blocking, destruction of the personal data, as well as transferring it to third parties for the purpose of further processing (including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer on the territory of the Russian Federation and cross-border transfer), depersonalization, blocking, destruction of personal data). Consent is provided for the term of this Agreement.
4. All rights to use the creative work (creative performance) created by the Student under this Agreement belong to the Contractor in full from the date of creation of the creative work (performance).
5. The student transfers to the Contractor the exclusive right to use his/her creative works (performances) created during the training period, in accordance with Articles 1229, 1317 of the Civil Code of the Russian Federation by any means not prohibited by law on the territory of the whole world for the duration of copyright and related rights.
6. Appendices to this Agreement are:

Appendix 1 - Account card of a Student training at the Centre (Form)

Appendix 2 - Act of delivery and acceptance of the services rendered (Form).

**X. Addresses, details and signatures of the parties**

**The Contractor:**

Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre»

Legal/Location address:

25 building 1, Ostozhenka street, Moscow, 119034

E-mail address: operacentre@mail.ru Web-site: www.opera-centre.ru

Tel.: +(7)(495)637-77-03; Fax: +(7)(495)637-72-93

Principle State Registration Number: 1037739589964

TIN 7704242030

Tax Registration Reason Code: 770401001

Russian Business and Organization Classification 58709967

Russian National Classifier of Governmental Authorities 23310

Russian National Classifier of Political Subdivisions 45286590000

Russian Industry Classification System 90.01

**Bank details:**

Recipient: Department of Finance of the city of Moscow (Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre»)

Client account 2605641000450815,

Settlement account 40601810245253000002

at Bank of Russia (main branch) for the Central Federal District

Bank identification code 044525000; TIN 7704242030

Tax Registration Reason Code 770401001

Principle State Registration Number 1037739589964

**The Student:**

FULL NAME

Date of birth

Place of birth

Passport details (series, issued by, date of issue, department code)

Registration address at the place of residence (passport)

Phone

TIN

No. of insurance pension certificate

Travel passport

Bank details

**Artistic Director**

\_\_\_\_\_ Olga Rostropovich

\_\_\_\_\_ /

Form  
**Account card of a Student training at the Moscow City State Budget Institution of Culture  
"Galina Vishnevskaya Opera Centre"**

**Student's personal data**

1. Full name (no shortening), age (full years count)

2. Contact details: phone number and e-mail

3. How to spell your full name correctly when issuing a Certificate

(EXAMPLE: The certificate is issued to: Ivanov Ivan Ivanovich)

I give my consent to processing of my personal data by the staff of the Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre» necessary for organizing and monitoring the training, namely: name, age, passport data, date of birth, registration, e-mail address, contact phone number.

The list of actions with personal data I give consent to, with a general description of the processing methods used:

1. Receiving, transferring personal data;
2. Storage of personal data (in electronic form and on paper);
3. Clarification (update, change) of personal data;
4. Use of personal data in connection with the conclusion of the Agreement with the Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre».

I give this consent for a period of 5 (Five) years.

Signature \_\_\_\_\_ / \_\_\_\_\_ /

name

Date \_\_\_\_\_ 201\_\_

Form (example)  
Act of delivery and acceptance of the services rendered

Moscow

«\_\_\_» \_\_\_\_\_ 201\_\_

Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre», carrying out educational activities on the basis of License No. 036918 dated December 22, 2015, issued by the Department of Education of the city of Moscow, hereinafter referred to as the "Contractor", represented by the Artistic Director – Olga Rostropovich, acting on the basis of the Charter, on the one hand and \_\_\_\_\_, hereinafter referred to as the "Student", on the other hand, jointly referred to as the Parties, acting in accordance with the Federal Law on December 29, 2012 No. 273-FZ "On Education in the Russian Federation" have concluded this Act of delivery and acceptance of the services rendered (hereinafter referred to as the Act) to Agreement No. \_\_\_\_\_ B on additional educational programs training dated «\_\_\_» \_\_\_\_\_ 201\_\_ (hereinafter referred to as the Agreement) as follows:

1. In pursuance of clause 1.1 of the Agreement, the Contractor fulfilled obligations to provide services, namely, provided the Student with the following services during the period from "\_\_\_" \_\_\_\_\_ 201\_\_ to "\_\_\_" \_\_\_\_\_ 201\_\_:

No.	Services list	Units	Quantity (volume)	Price (tariff) per unit, RUB	Services cost, RUB
1.	Educational services for the additional educational program "Soloist of the Opera Theatre" in a full-time in-person training in accordance with the curricula and educational programs of the Contractor	1	2 academic years		_____,00 VAT is not levied on the basis of Chapter 21, Article 149, paragraph 2, subparagraph 14 of the Russian Federation Tax Code
Total:					_____,00 RUB

2. The above services were provided in full and on time. Student has no claims about the volume, quality and term of services.

3. According to the Agreement, the total cost of the services provided is \_\_\_\_\_ (\_\_\_\_\_) Russian rubles 00 kopecks. VAT is not levied on the basis of Chapter 21, Article 149, paragraph 2, subparagraph 14 of the Russian Federation Tax Code.

4. The amount transferred by the Student to the settlement account of the Contractor as an advance payment is: (\_\_\_\_\_) Russian rubles 00 kopecks, VAT is not levied on the basis of Chapter 21, Article 149, paragraph 2, subparagraph 14 of the Russian Federation Tax Code.

5. This Act is made in two copies, one for the Contractor and one for the Student.

**The Contractor:**

Moscow City State Budget Institution of Culture «Galina Vishnevskaya Opera Centre»

Legal/Location address:

25 building 1, Ostozhenka street, Moscow, 119034

E-mail address: operacentre@mail.ru

Web-site: www.opera-centre.ru

Tel.: +(7)(495)637-77-03; Fax: +(7)(495)637-72-93

Principle State Registration Number: 1037739589964

TIN 7704242030

Tax Registration Reason Code: 770401001

Russian Business and Organization Classification 58709967

Russian National Classifier of Governmental Authorities 23310

Russian National Classifier of Political Subdivisions 45286590000

Russian Industry Classification System 90.01

**Bank details:**

Recipient: Department of Finance of the city of Moscow (Moscow City State Budget

Institution of Culture «Galina Vishnevskaya Opera Centre»)

Customer account 2605641000450815, Settlement account

40601810245253000002 at Bank of Russia (main branch) for the Central Federal District

Bank identification code 044525000; TIN 7704242030

Tax Registration Reason Code 770401001

Principle State Registration Number 1037739589964

**Artistic Director** \_\_\_\_\_ **Olga Rostropovich**

**The Student:**

FULL NAME

Date of birth

Place of birth

Passport details (series, issued by, date of issue, department code)

Registration address at the place of residence (passport)

Phone

TIN

No. of insurance pension certificate

Travel passport

Bank details

\_\_\_\_\_ / \_\_\_\_\_