

**Contract on acquisition of education 105493**

Rīga, 12.06.2024.

**General conditions**

Contractual parties:

<p><b>The School</b>                  "Turība University" LTD                  68 Graudu street, Rīga, LV-1058, Latvia                  Unified Registration No. 40003135880                  Educational Institution – Biznesa augstskola Turība                  Educational Institutions Register Reg. No. 3393800213                  Accreditation sheet reg. No. 002, 08.05.1997.                  Accreditation term: permanent                  Settlement account No. LV83PARX0000401850002                  AS "Citadele banka", SWIFT code: PARXLV22                  Authorized representative-Iluta Ernstsone (18.04.2018. power of attorney No31)                  Position – Manager of the Study Information Centre</p>
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<p><b>The Student</b>                  NAME, SURNAME                  PERSONAL IDENTIFICATION CODE                  ADDRESS OF RESIDENCE IN REPUBLIC OF LATVIA                  ADDRESS OF RESIDENCE IN HOME COUNTRY</p>	<p><b>Pradeep Tiwari</b>  <b>01.10.2004.</b>  <b>Graudu iela 68 Rīga Latvia LV-1058</b>  <b>H No 81, Sec 20, Part 2 Panchkula, Haryana, India Indija 134116</b></p>
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**Academic program**

**Name: First cycle professional higher education study program "Tourism and Hospitality Management"**

**Duration: 4 years      Credit points: 240      Code: 42812      Accreditation number: 102**  
**Study direction: Hotel and restaurant service, tourism and leisure organisation**  
**Type of studies: full time      Form: day studies      Language: english      Implementation Commencement: autumn semester**  
**Acquirable grade and/or professional qualification: Professional Bachelor's Degree in Business Administration and qualification Company and Institution Manager**

**1. The subject of the Contract**

The School in accordance with the conditions of this Contract undertakes to ensure, and the Student agrees to acquire education in the academic program defined in this Contract in accordance with the requirements of the program and with the legal acts regulating the academic process of the Schools (hereinafter in the text referred to as the studies).

**2. The term of the Contract and its validity**

- 2.1. The Contract enters into force on the moment of its signature by both contractual parties, when the Student has paid the first payment of tuition fee defined in the payment schedule and the Deposit fee defined in the clause 3.2. of this Contract.
- 2.2. The dates of the commencement and the end of the studies are defined in accordance with Academic calendar schedules approved by the School.
- 2.3. The Contract is in force until due execution of all liabilities set forth by the Contract.
- 2.4. The School and/or the Student may terminate this Contract before its term in the order set forth in the section 8. of this Contract.
- 2.5. The Agreement shall be drawn up and signed in Latvian and English, available to each Contracting Party. In case of any disagreement the main Contract shall be considered the one signed in Latvian.

**3. The amount of the Contract**

- 3.1. The tuition fee in the academic year 2024/2025 is in the amount of EUR 3550,00 (three thousand five hundred fifty EUR 00 c.), the tuition fee for the total academic program in accordance with the length of studied set forth in this Contract is EUR 14200,00 (fourteen thousand two hundred EUR 00 c.).
- 3.2. The Deposit fee is in the amount of EUR 500,00 (five hundred EUR 00 c.).
- 3.3. The School establishes and the Student undertakes to pay the total tuition fee for studies in the academic year in accordance with the payment schedule which is an Annex to this Contract. Each academic year has a separate payment schedule. The payment defined in the clause 3.2. of this Contract must be paid until the first payment of tuition fee defined in the payment schedule.
- 3.4. The contractual parties undertake to sign the next year's payment schedule by July, 15, each year.
- 3.5. The day of payment of all fees defined by this Contract is considered the day when the money is transferred to the settlement account of the School or when the payment in cash has been effected.
- 3.6. The clause 3.2. of this Contract is not referable to the citizens of European Union countries.

**4. Deposit fee**

- 4.1. In case the Student has outstanding financial obligations to the School, the School has the right to use the Student's paid Deposit fee for covering these obligations.
- 4.2. In case the Student with unlawful action or inaction has caused material damage to the School, the School uses the Deposit fee to cover this damage.
- 4.3. As a part of the Deposit fee that remains after all of the Student's financial obligations covering, is returned to the Student only after the Student graduates study program or when the Student terminates this Agreement on its own initiative and documentary evidence of return to home country. In all other cases, the School reserves the right not to return the deposit fee.

**5. Tuition fee discounts**

- 5.1. The Student has the rights to receive a tuition fee discounts in accordance with the order defined by the School.
- 5.2. In case the Student acquires or loses the rights to receive tuition fee discounts after conclusion of this Contract, a new payment schedule for the current academic year is signed which becomes an integral part of this Contract pursuant to its signature by both parties.

**6. Liabilities of the School**

**6.1. The School undertakes:**

- 6.1.1. after execution of the Enrolment regulations and effecting of the requirements set forth in the clause 3.2. of this Contract and the first payment defined in the payment schedule of this Contract for the academic year 2024./2025, to matriculate the Student by the decree of the rector;
- 6.1.2. to ensure the Student with the possibilities to acquire the respective academic program in accordance with the conditions set forth in this Contract;
- 6.1.3. to ensure the Student with accessibility of information on the internal laws and regulations of the School regulating the activities of the School;
- 6.1.4. to submit documents for accreditation of the study direction and program in the order set forth in the laws and regulations;
- 6.1.5. to inform the Student on changes in the name, legal address, registration number in the register of educational institutions or banking details of the School, on the change of the rector or its authorized person, on the changes of authorization as well as on the changes in the data of the School and/or accreditation and/or licensing of the study direction and program by publishing the information on the website of the School www.turiba.lv within 15 working days from the moment of effecting of these changes or from the moment of reception of this information on changes;
- 6.1.6. to issue to the Student a document verifying acquisition of education – a diploma – after complete and successful acquisition of the academic program and after execution of the liabilities of the Student set forth in this Contract (including financial liabilities);
- 6.1.7. not to use intellectual property which has been created with participation of the Student in direct association with performance of the academic program without an agreement of the contractual parties for commercial purposes;
- 6.1.8. to have the Student's personal data processed only for the purpose set forth in the sub-clause 11.2. of this Contract, observing the provisions of the regulatory enactments in the field of data protection of natural persons, including in accordance with the principles of legality, integrity and transparency as well as appropriate personal data protection and security measures.
- 6.1.9. to compensate the Student for the loss of tuition fee, i.e. to reimburse the tuition fee paid but not used according to the study plan if the study direction and program is not accredited or the license is revoked and the Student does not wish to continue studies in another study program at Turība University.

**6.2. The School has the rights:**

- 6.2.1. to receive the tuition fee set forth in the clause 3.1. of this Contract in accordance with the payment schedule set forth in the clause 3.3. of this Contract;
- 6.2.2. to request other payments for the use of additional resources of the School or if the Student fails to successfully acquire the academic program in accordance with the rates approved by the School;
- 6.2.3. to amend the internal laws and regulations of the School and other binding internal laws and regulations regulating the activities of the School for the Student;
- 6.2.4. to increase the tuition fee for the period remaining academic studies, notifying the student thereby one month in advance if the inflation for the respective period of the last year determined by the Central Bureau of Statistics of the Republic of Latvia exceeds 8% (eight percent);

6.2.5. to use the Deposit fee paid by the Student to cover the material damage done to the School, in case of unlawful action or inaction by the Student.

## 7. Liabilities of the Student

### 7.1. The Student has the rights:

- 7.1.1. to acquire education in accordance with the regulations of this Contract;
- 7.1.2. to use the material and intellectual resources of the School in the order set forth by the School;
- 7.1.3. upon observing of the order defined by the School, to attend classes, tests and additional courses beyond the planned lessons;
- 7.1.4. to terminate studies pro tempore in the order defined by the School;
- 7.1.5. to receive information in all issues directly associated with the studies of the Student;
- 7.1.6. to make an agreement with third parties on covering of the tuition fees upon conclusion of a separate Contract between the School, the Student, and the third party;
- 7.1.7. to receive back the Deposit fee paid to the School not earlier than before the expiry of 60 (sixty) days after the termination of this Contract in case the Student has not done any material damage to the School with the unlawful action or inaction and having regard to article 4.3 of this Contract. The costs of the transfer are deducted from the Deposit fee amount which is returned to the Student. If the Student does not request a refund of the Deposit fee within three years from the termination of the contract, it is credited to the School's revenue and is not refundable to the Student.

### 7.2. The Student has the obligation:

- 7.2.1. to observe all liabilities set forth by this Contract;
- 7.2.2. to observe the Internal Regulations of the School, Regulations on processing and protection of students' personal data and other binding internal laws and regulations regulating the activities of the School for the Student;
- 7.2.3. to effect the total amount for the studies in the academic year in the order and terms set forth in this Contract;
- 7.2.4. to perform the Study Regulations and the program, to pass examinations and other tests in the order and terms set forth by the School;
- 7.2.5. to inform the School in writing on the change of Student's personal data defined in this Contract - the addresses, personal identification code, name or surname, and passport or identity card showing it's original, not later than within 15 days from the moment these changes are effected;
- 7.2.6. to inform the School in writing on unilateral termination of the Contract or on the wish to suspend the studies for a certain period;
- 7.2.7. to perform other payments in the order and terms set forth by the School if the Student has failed to successfully acquire the academic program;
- 7.2.8. to perform other payments for use of additional resources in the order and terms set forth by the School;
- 7.2.9. not later than by time set forth in the clause 3.4., each year to sign the payment schedule for the next academic year, except the cases when the Student is the Student of the last academic year of the academic program;
- 7.2.10. to follow the amendments in the internal laws and regulations of the School and the information placed on the website of the School [www.turiba.lv](http://www.turiba.lv);
- 7.2.11. to reside in the Republic of Latvia in the order set forth in the laws and regulations valid in the Republic of Latvia;
- 7.2.12. to come to the University within one month after receiving the visa;
- 7.2.13. to fulfill other liabilities rising from this Contract.

## 8. Termination of the Contract

8.1. The Contract may be terminated upon a written agreement by both contractual parties.

8.2. The Contract is terminated if the Student changes the academic program, the type of studies or if other cases stipulated in the laws and regulations regulating the academic process enter into force.

8.3. The School has the rights to unilaterally withdraw from this Contract in the understanding of the Civil Law, paragraph 1589, informing the Student thereby in writing if the Student delays the payment deadline of any payment set forth in this Contract for more than 30 (thirty) calendar days.

8.4. The School has the rights to unilaterally terminate this Contract and request to cancel the Student's temporary residence permit if the Student fails to fulfill the requirements set forth in the clauses 7.2.2., 7.2.3., 7.2.4., 7.2.9., 7.2.11. or 7.2.12. of this Contract.

8.5. If the Agreement is terminated unilaterally, the institution of higher Education reserves the right to request from the student the full total fee for studies in the current academic year.

8.6. In case the Student within 6 (six) months from the day of signature of this Contract fails to receive the visa or the residence permit of the Republic of Latvia, the Student has the rights to receive back the paid amount of the Contract if the Student sends to the School a written application, indicating the bank and the banking account where the contractual amount should be transferred to within 1 (one) month from the refusal of the competent institutions of the Republic of Latvia to grant the visa or the residence permit, attaching a copy of the refusal of the competent institutions of the Republic of Latvia thereby. The costs of the transfer are deducted from the contractual amount which is returned to the Student. In all other cases, the paid amount will not be refunded.

8.7. The Agreement shall be terminated if the visa is refused on the grounds that the Student has submitted forged documents.

8.8. If the Agreement is terminated on the basis of Clause 7.2.12. or Clause 8.7, the paid tuition fee and deposit are not refunded.

## 9. Responsibility and loss compensation

9.1. In case the Student fails to fulfill the liabilities set forth in this Contract, the School has the rights to:

9.1.1. if the Student fails to observe the order and terms of the payments set forth in this Contract, the Student pays to the School the late payment interest in the amount of 0,3% (point three percent) from the overdue amount for each delayed calendar day. The received payments without a separate notice to the Student are firstly used for payment of the late payment interest and only then – for payment of the delayed fee;

9.1.2. if the Student fails to fulfill the liabilities set forth in the clauses 7.2.2., 7.2.3., 7.2.4. of this Contract, the School has the rights to restrict the rights of the Student stipulated by the clauses 7.1.1., 7.1.2., 7.1.3. and 7.1.4. of this Contract till settling of these liabilities in the order set forth by the internal rules and regulations of the School;

9.1.3. if the Student delays the term set forth in the clause 7.2.9. of this Contract for signature of the payment schedule, the Student may be set prohibitions to use the material and intellectual resources of the School and to receive services in accordance with the internal laws and regulations of the School. For each delayed payment day the Student has to pay a late penalty in the amount of EUR 1.00 (one euro 00 cents).

9.2. In cases the School withdraws from this Contract on the basis of the clause 8.3. of this Contract or if the Contract is terminated in accordance with the clause 8.4. of this Contract, the School has the rights to receive full total amount of the tuition fee for the current academic year.

## 10. Force majeure

10.1. The contractual parties are released from the responsibility for full or partial failure to execute of the liabilities of the Contract, if it has been caused by force majeure (floods, fire, earthquake, military activities, a.o. conditions beyond the control of the contractual parties as well as decisions and activities of the state administration or management that preclude fulfillment of the regulations of this Contract), if these conditions have entered into force after conclusion of this Contract and if their beginning was not foreseen by any of the contractual parties.

10.2. Upon commencing of force majeure or subsequent to their end the contractual parties have the rights to review the conditions of the Contract upon conclusion of a written agreement protocol or to terminate this Contract in the order set forth in the clause 8.1. of this Contract.

## 11. Other conditions

11.1. The signature of the Student on this Contract verifies that the Student has learned the Enrolment regulations of the School, Study regulations, Regulations on processing and protection of students' personal data, the Internal regulations as well as with other internal laws and regulations of the School binding for the Student, has ascertained about the School diploma recognition capabilities into the Student's permanent residence country and is aware of opportunities to hold certain positions with the School degree obtained.

11.2. At the same time, the Student's signature on this Contract confirms that the Student has agreed to the processing of his / her personal data with the aim of implementing the study process on the basis of this Contract, adhere to the internal procedure of the School, as well as to implement the activities prescribed for the post-graduate stage, in accordance with Regulations on processing and protection of students' personal data, as well in accordance with the provisions of other internal and external normative acts binding on the Student.

11.3. All aforementioned promises and verbal agreements between the contractual parties regarding the subject of the Contract and its regulations which are not discussed in the Contract lose their validity on the moment of conclusion of this Contract.

11.4. All amendments to this Contract shall enter into force only after their drafting in writing and after their signature by both contractual parties.

11.5. The contractual parties verify that they have negotiated provisions of this Contract, understand the content and the meaning of this Contract, realize its consequences, recognize this Contract as correct and acceptable for both contractual parties and wish to sign this Contract in good will.

11.6. Each contractual party is responsible for losses it has created for the other contractual party by failure to fulfill liabilities set forth in this Contract, unless the aforementioned losses have been caused by force majeure.

11.7. All disputes and disagreements resulting from execution of this Contract are solved by an agreement of the contractual parties and upon observance of the laws and regulations of the Republic of Latvia. If no agreement can be reached, the disputes shall be referred to the Latvian court in accordance with the Republic of Latvia regulatory deeds. The language of litigation is Latvian.

11.8. The contracting parties agree that the University sends all correspondence to the Student, including warnings, to the e-mail address specified by the Student.

The School Riga, \_\_\_\_\_.\_\_\_\_.20\_\_\_\_.  
"Turiba University" LTD  
Manager of the Study Information Centre Iluta  
Ernstson  
(position, name, surname of the authorized representative)

(signature)

stamp

The Student 17.6.2024

Bradeep Tiwari  
(name, surname)

Bradeep Tiwari  
(signature)