

Ministry of Health of the Russian Federation



**Federal State Budgetary Educational Institution of Higher Education  
“North-Western State Medical University named after I.I. Mechnikov”  
under the Ministry of Health of the Russian Federation**

(FSBEI HE NWSMU named after I.I. Mechnikov under the Ministry of Health  
of the Russian Federation)

**PASSED by**

Academic Board  
FSBEI HE NWSMU  
named after I.I. Mechnikov under the Ministry  
of Health of the Russian Federation  
December 25, 2020,  
Minutes No. 13

**ADOPTED by**

Order of the Rector of FSBEI HE NWSMU  
named after I.I. Mechnikov under the  
Ministry of Health of the Russian  
Federation  
No. 2475-0 dated 25.12.2020

**APPROVED**

At the meeting of the Council of Students of  
FSBEI HE NWSMU named after I.I.  
Mechnikov under the Ministry of Health of the  
Russian Federation  
Minutes No. 17 dated December 21, 2020

Signature Kh.M. Temurzieva  
25.12. \_\_\_\_\_ 2020.

**Regulations  
on the procedure for providing paid educational services to students  
at FSBEI HE NWSMU named after I.I. Mechnikov  
under the Ministry of Health of the Russian Federation**

**1. General Provisions**

1.1. These Regulations on the Procedure for Providing Paid Educational Services to Students at FSBEI HE NWSMU named after I.I. Mechnikov under the Ministry of Health of the Russian Federation (hereinafter referred to as the Regulations) determine the procedure for providing paid educational services to students learning under higher education academic programs, extended general education programs within the framework of extended education of children and adults, additional professional degree programs at FSBEI HE NWSMU named after I.I. Mechnikov under the Ministry of Health of the Russian Federation (hereinafter referred to as the University, Service Provider).

1.2. These Regulations were developed in accordance with Federal Law No. 273-FZ dated

29.12.2012 “On Education in the Russian Federation”, Law of the Russian Federation No. 2300-1 dated 07.02.1992 “On Protection of Consumer Rights”, Decree of the Government of the Russian Federation No. 1441 dated 15.09.2020 “On Approval of the Rules for the Provision of Paid Educational Services”. By order of the Ministry of Education and Science of Russia No. 1898 dated 20.12.2010 “On approval of the Procedure for determining fees for individuals and legal entities for services (works) related to the main activities of federal budgetary institutions under the jurisdiction of the Ministry of Education and Science of the Russian Federation, rendered by them in excess of the established state assignment, as well as in cases determined by federal laws, within the established state assignment”, other regulatory legal acts, University Charter, other local regulations of the University.

1.1. Terms used in these Regulations:

**Customer** means an individual/or legal entity intending to order or ordering paid educational services for itself or other persons on the basis of a contract;

**Service Provider** means the University, which is an organization carrying out educational activities in accordance with the license for educational activities, and providing paid educational services to the student;

**A shortcoming of paid educational services** is the non-compliance of paid educational services with the mandatory requirements stipulated by law or in the manner established by it, or the terms of the contract (in their absence or incomplete compliance of conditions with the requirements usually imposed), or goals for which paid educational services are usually used, or goals about which the service provider was informed by the customer at the conclusion of the contract, including failure to render them in full volume provided for by the academic programs (part of the academic program);

**Student** means an individual mastering the academic program;

**Paid educational services** means the implementation of educational activities on assignments and at the expense of individuals and (or) legal entities under education provision agreements concluded at the time of admittance (hereinafter referred to as the “agreement”);

**A significant shortcoming of paid educational services** is an unrecoverable shortcoming or shortcoming that cannot be eliminated without disproportionate costs or time, or is identified repeatedly, or manifests itself again after its elimination.

1.2. Paid educational services cannot be provided instead of educational activities, financed using the federal budget appropriations, funds of the constituent entities of the Russian Federation, local budgets.

1.3. The University is entitled to provide paid educational services at the expense of individuals and (or) legal entities that are not provided for by the established state or municipal assignment or agreement on the provision of subsidies for reimbursement of costs on the same terms and conditions when providing the same services.

1.4. The procedure for determining fees for individuals and legal entities for services (works) related to the main activities of the University, rendered in excess of the established state assignment, in terms of the provision of paid educational services is developed by the Ministry of Health of Russia.

1.5. The refusal of the customer from the additional paid educational services offered to him/her by the University, which are not provided for in the agreement previously concluded by the parties, cannot be the reason for changing the volume and conditions of the educational services already provided to him/her by the service provider under the previously concluded agreement.

1.6. The University is obliged to provide the customer and student with the paid educational services in full volume in accordance with academic programs (part of the academic program) and the terms of the agreement.

1.7. The University has the right to reduce the fee of paid educational services under the agreement, by covering the remaining fee of paid educational services at the expense of the service provider's own funds, including funds received from income-generating activities, voluntary donations and targeted contributions of individuals and (or) legal entities.

1.8. The reduction of the fee of paid educational services, as well as the provision of an option to pay by installments (deferral) to students is carried out on the basis of the local regulatory act of the University, the content of which is brought to the attention of the customer and the student.

1.9. The price list for the provision of paid educational services, containing their list and fee, is annually approved by order of the Rector of the University.

An increase in the fee of paid educational services after the conclusion of the agreement is not allowed, with the exception of an increase in the fee of these services taking into account the level of inflation provided for by the main characteristics of the federal budget for the next financial year and planning period.

1.10. Distribution of funds received from the provision of paid educational services is carried out in accordance with local regulations of the University.

## **2. Information on paid educational services, the procedure for concluding agreements**

2.1. The University provides the customer with reliable information about itself and about the paid educational services provided before the conclusion of the agreement and during the period of its validity, ensuring the possibility of their correct choice.

2.2. The University is obliged to inform the customer and provide the latter with data on the paid educational services in the manner and volume provided for by the Law of the Russian Federation "On the Protection of Consumer Rights" and the Federal Law "On Education in the Russian Federation".

2.3. Information set forth in cl. 2.1. and 2.2 of these Regulations shall be provided by the University at the place of actual implementation of educational activities.

2.4. The Agreement is concluded in simple written form and contains the following information:

- a) full name of the service provider – legal entity;
- b) location of the service provider;
- c) name or surname, first name, patronymic (if any) of the customer, telephone number (if any) of the customer and/or legal representative of the student;
- d) the location or place of residence of the customer and/or the legal representative of the student;
- e) surname, name, patronymic (if any) of the representative of the service provider and (or) the customer, details of the document certifying the authority of the representative of the service provider and (or) the customer;
- f) surname, name, patronymic (if any) of the student, his/her place of residence, telephone number (indicated in case of rendering paid educational services in favor of the student who is not the customer under the agreement, if any);
- g) rights, obligations and responsibilities of the service provider, customer and student;
- h) the full cost of educational services, the procedure for their payment;
- i) information on the license for educational activities (name of the licensing authority, number and date of registration of the license);
- j) type, level and/or focus of the academic program (part of the academic program of certain level, type and/or focus);
- k) form of education;

- l) terms of learning under the academic program or part thereof under the agreement (duration of education under the agreement);
- m) type of document (if any) issued to the student after successful mastering of the relevant academic program (part of the academic program);
- n) procedure for amendment and termination of the agreement;
- o) other necessary information related to the specifics of paid educational services.

2.5. The Agreement may not contain conditions that restrict the rights of persons entitled to receive education of certain levels and directions and who have applied for admission to study (hereinafter referred to as applicants), and students, or reduce the level of provision of guarantees to them as compared with the conditions established by the law of the Russian Federation on education.

2.6. The agreement shall specify the information corresponding to the data posted on the official website of the University at the address: [www.szgmu.ru](http://www.szgmu.ru), as of the date of conclusion of the agreement.

2.7. Agreements are executed by the structural divisions of the University responsible for the corresponding area of education.

### **3. Responsibility of the University and the customer**

3.1. For failure to fulfill or improper fulfillment of obligations under the agreement, the University and the customer shall bear the responsibility provided for by the agreement and the law of the Russian Federation.

3.2. If a shortcoming of paid educational services is found, including their provision not in full volume, provided for by academic programs (part of the academic program), the customer has the right, at its own discretion, to demand:

- a) free provision of educational services;
- b) commensurate reduction in the fee of paid educational services;
- c) reimbursement of expenses incurred by it to eliminate the shortcomings of paid educational services provided on its own expenses or by third parties.

3.3. The Customer has the right to refuse to fulfil the agreement and demand full compensation for losses if the shortcomings in paid educational services are not eliminated by the University within the period established by the agreement. The Customer shall also have the right to refuse to perform the agreement if it finds a significant shortcoming of paid educational services or other significant deviations from the terms of the agreement.

3.4. If the University has violated the terms for the provision of paid educational services (the dates for the start and/or end of the provision of paid educational services and (or) the intermediate terms for the provision of paid educational services) or if during the provision of paid educational services it became obvious that they will not be provided on time, the customer has the right to, at its own discretion:

- a) assign a new period for the University within which the University shall commence the provision of paid educational services and/or complete the provision of paid educational services;
- b) instruct to provide paid educational services to third parties at a reasonable price and require the University to reimburse expenses incurred;
- c) demand a reduction in the fee of paid educational services;
- d) terminate the agreement.

3.5. The Customer has the right to demand full compensation for losses caused to it due to failure to meet the deadlines for the start and/or end of the provision of paid educational services, as well as due

to shortcomings in paid educational services.

3.6. At the initiative of the University, the agreement may be unilaterally terminated in the following cases:

- a) expulsion of a student who has reached the age of 15 years as a disciplinary measure;
- b) failure of students under a professional degree academic program to conscientiously master such academic program and fulfil the curriculum;
- c) establishing a violation of the procedure for admission to the University, resulting in illegal admission to the University through the fault of the student;
- d) late payment of the paid educational services fee;
- e) inability to properly fulfill obligations to provide paid educational services due to the actions (inaction) of the student.