



# on provision of academic services

# Akademik xizmatlarini ko'rsatish bo'yicha OMMAVIY OFERTA

# PUBLIC OFFER On provision of academic services

Toshkent sh. 07.02.2022 07.02.2022 Tashkent city

"Akfa Universiteti" MChJ, O'zbekiston Respublikasi qonunchiligiga muvofiq tashkil etilgan va faoliyat yurituvchi, O'zbekiston Respublikasi, Toshkent viloyati, Qibray tumani, Yangiobod, Milliy Bog' ko'chasi, 264-uy manzilida ro'yxatga olingan, Ustav asosida Rektor Djalilov B.Sh. orqali namoyish etilgan, keyingi o'rinlarda «Universitet» deb ataluvchi, va

jismoniy shaxs, keyingi o'rinlarda **«Talaba»** deb ataluvchi, ikkinchi tomondan, va

jismoniy yoki yuridik shaxs, keyingi o'rinlarda "**To'lovchi**" deb ataluvchi, uchinchi tomondan,

bundan keyin birgalikda "**Taraflar**" va yakka tartibda "**Taraf**" deb ataluvchi, akfauniversity.org veb-saytida (<a href="https://akfauniversity.org/courses/">https://akfauniversity.org/courses/</a>) (keyingi o'rinlarda - "**Sayt**"), e'lon qilingan akademik xizmatlarni ko'rsatish bo'yicha ushbu ommaviy ofertani (keyingi o'rinlarda - "**Oferta**") O'zbekiston Respublikasi qonunchiligiga muvofiq quyidagi mazmunda tuzdilar:

## 1. PREAMBULA

- 1.1. Ushbu hujjatda O'zbekiston Respublikasi Fuqarolik Kodeksining 369-moddasi 2-bandiga muvofiq, Universitetning rasmiy Ofertasi bo'lib, unda ommaviy ofertaning barcha muhim shartlari mavjuddir.
- 1.2. Quyida keltirilgan shartlar yuridik va/yoki jismoniy shaxs (shu jumladan voyaga yet gan Talaba) tomonidan qabul qilingan bo'lsa, O'zbekiston Respublikasi Fuqarolik Kodeksining 370-moddasi 4-bandiga muvofiq, ushbu yuridik va/yoki jismoniy shaxs To'lovchiga aylanadi.
- 1.3. Akademik va boshqa xizmatlarni ko'rsatishga faqat ushbu Oferta shartlari asosida yo'l qo'yiladi. Oʻzbekiston Respublikasi Fuqarolik Kodeksining 370-moddasiga muvofiq, qabul qilish tartibini muvaffaqiyatli tugatgandan so'ng va to'lov shartlarini bajargandan so'ng, o'quv dasturiga ro'yxatdan o'tib, Talaba ushbu Oferta shartlarini qabul qiladi.

#### 2. OFERTA MAVZUSI

2.1. Universitet ushbu Oferta shartlariga muvofiq Talabaga kunduzgi oliy ma'lumot olish uchun quyidagi yo'nalishlardan birida

"Akfa University" LLC is an entity organized and existing under the laws of the Republic of Uzbekistan and having its registered office at the 264, Milliy Bog street, Yangiobod QFY, Barkamol MFY, Kibray district, 111221, Tashkent region, Republic of Uzbekistan, hereinafter referred to as the "University", represented by Rector Mr. Djalilov B.Sh., acting under the authority of the Charter, on the one side, and

an individual hereinafter referred to as "Student", on the other side, and

individual or legal entity, hereinafter referred to as the "Payer", on the third side,

hereinafter collectively referred to as the "Parties" and separately as a "Party",

have concluded this public offer on the provision of academic services (hereinafter the – "Offer") published on the akfauniversity.org website (<a href="https://akfauniversity.org/courses/">https://akfauniversity.org/courses/</a>) (hereinafter the - "Site") on the following terms and conditions:

## 1. PREAMBLE

- 1.1. In accordance with paragraph 2 of Art. 369 of the Civil Code of RUz this document contains all the essential terms of the public offer and is an official Offer of the University.
- 1.2. In case of accepting the conditions set forth below, a legal and/or physical person (incl. Student at legal age), thereby making an acceptance of this Offer, becomes the Customer (in accordance with paragraph 4 of Art. 370 of the Civil Code of RUz.)
- 1.3. The provision of academic and other services is permitted under the terms of this Offer solely. In accordance with article 370 of the Civil Code of RUz acceptance of the Public Offer is successful completion of the admission process and proceeding with payment.

#### 2. SUBJECT OF THE OFFER

2.1. The University provides academic and other services to the Student for obtaining higher education in one of the following faculties

## on provision of academic services



https://akfauniversity.org/our-programs/ akademik va boshqa xizmatlarni taqdim etadi.

- 2.2. Ushbu Oferta bo'yicha oliy ma'lumot olish bu Talabaning Universitetga tegishli fakultetning standart ta'lim dasturini muvaffaqiyatli o'tishini anglatadi (Admission Guide).
- 2.3. Oʻqish muddati, har bir oʻquv yili uchun Talaba tanlagan oʻquv kreditlari hisobga olingan holda, 3 (uch) yildan 6 (olti) akademic yiligacha.
- 2.4. Talaba har bir kursni muvaffaqiyatli tugatgan taqdirda va talaba tomonidan shartnoma shartlariga rioya qilingan taqdirda, Universitet belgilangan tartibda keyingi kursda ta'limni muvaffaqiyatli tamomlagunga qadar oʻqishni davom ettirishni ta'minlaydi.
- 2.5. Talabalarga stipendiya to'lanmaydi.
- 2.6. Shartnoma amal qilish muddati davomida Talabaga yoki boshqa shaxsga Talabaning oʻrta yoki oʻrta maxsus toʻgʻrisidagi rasmiy hujjatning asl nusxasi (attestat, diplom) berilmaydi.
- 2.7. Talaba universitetning rasmiy veb-sayti, korporativ elektron pochta va Google classroom tizimi orqali Universitet va akademik xizmatlar haqida ma'lumot oladi.

## 3. TARAFLARNING HUQUQLARI VA MAJBURIYATLARI

### 3.1. UNIVERSITET MAJBURIYATLARI:

- 3.1.1. Universitetning ichki tartib-qoidalarida nazarda tutilgan o'qish uchun zarur shart-sharoitlarni ta'minlash;
- 3.1.2. Talaba tomonidan O'zbekiston Respublikasining "Ta'lim to'g'risida" gi Qonuni doirasida berilgan huquqlarning erkin amalga oshirilishini va Universitet akademik nizomiga muvfiq vazifalarning bajarilishini ta'minlash;
- 3.1.3. Qabul to'g'risidagi Nizomga muvofiq eng yaxshi talabalarni aniqlash;
- 3.1.4. Akademik nizomga muvofiq, har semestr yakunida akademik ko'rsatkichlar natijalarini taqdim etish;
- 3.1.5. Ushbu Ofertaning 3.1.3 va 3.1.4-bandlariga muvofiq eng yaxshi talabalarni keyingi semester uchun ta'lim to'lovini to'lashdan to'liq yoki qisman ozod qilish.
- 3.1.6. Yuridik yoki pochta manzili, bank rekvizitlari, nomi, tashkiliy-huquqiy shakli va boshqa ma'lumotlar yoki ushbu Shartnoma bo'yicha majburiyatlarning bajarilishiga ta'sir ko'rsatishi mumkin bo'lgan boshqa holatlar to'g'risida ma'lumotni universitetning rasmiy veb-saytida o'zgartirish kiritilgan kundan boshlab 3 (uch) kun muddat ichida tegishli ma'lumotlarni e'lon qilish orqali taqdim etish. Universitet Talabani Universitet rasmiy veb-saytida e'lon

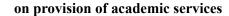
https://akfauniversity.org/our-programs/ in accordance with the terms and conditions of this Offer.

- 2.2. Obtaining higher education under this Offer means a successful pass of the standard program passed by the Student at the University on the corresponding faculty (Admission Guide).
- 2.3. Period of study: from 3 (three) years to 6 (six) academic years, taking into account the study credits chosen by the student for each academic year.
- 2.4. In case of successful completion of each course by the Student, and compliance with the terms of the Contract on the part of the Student, the University ensures, in accordance with the established procedure, the continuation of education in the next course until the successful completion of studies.
- 2.5. Scholarship is not paid to students.
- 2.6. During the period of validity of the Contract, the original of the official document on secondary or secondary specialized education (certificate, diploma) is not issued to the Student or other person.
- 2.7. Student receives information about the University and academic services through the official website of the University, corporate e-mail and Google classroom system.

# 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### **3.1.** THE UNIVERSITY IS OBLIGED TO:

- 3.1.1. provide the necessary conditions for study as stipulated by internal regulations of the University;
- 3.1.2. provide the free exercise by the Student of the rights under the Law of the Republic of Uzbekistan "On Education" and performance of the obligations under academic regulations and other regulations of the University;
- 3.1.3. determine the best students according to the Admission Regulation;
- 3.1.4. provide academic performance results, according to Academic regulation, at the end of each semester;
- 3.1.5. in accordance with clause 3.1.3. and clause 3.1.4. of this Offer fully or partially exempt from payment of tuition fee for the following semester the top Students.
- 3.1.6. Provide information on changes of the legal / postal address, bank details, name, legal form and other data or other circumstances that can affect the fulfillment of obligations under the Contract by publishing relevant information on the official website of the University within 3 (three) days from the date of the change. The University is not responsible for not timely familiarizing the Student with the published





qilingan ma'lumotlar bilan o'z vaqtida tanishtirmaganligi uchun javobgar emas.

## 3.2. UNIVERSITETNING HUQUQLARI:

- 3.2.1. Talabaning shartnoma majburiyatlarini bajarishi ustidan doimiy monitoring olib borish;
- 3.2.2. Agar Talaba ushbu Ofertaning 3.1.5-bandiga muvofiq o'qish uchun to'lovni to'lashdan ozod etilmasa, Talabadan ushbu Oferta shartlariga muvofiq o'z vaqtida to'lovni amalga oshirishini talab qilish;
- 3.2.3. Talaba va/yoki To'lovchi tomonidan ushbu Oferta shartlariga amal qilinmagan holatda va/yoki 4.6-bandda ko'rsatilgan muddatda to'lov amalga oshirilmagan holatda, Universitet rahbariyatining qaroriga binoan mazkur Ofertani bir tomonlama bekor qilish;
- 3.2.4. Ichki qoidalarni buzgan holatlarda Talabaning Universitet binosiga va/yoki o'quv resurslariga kirishini cheklash;
- 3.2.5. To'lovni kechiktirgan holda, Talabani o'qishdan butunlay yoki vaqtincha chetlashtirish to'g'risida qaror qabul qilish;
- 3.2.6. Oʻquv toʻlovlari boʻyicha qarzdorlik yuzaga kelgan yoki oʻquv yili davomida talabalarni oʻquv soatlari boʻyicha imtihonlarga qabul qilish uchun zarur boʻlgan minimal oʻquv soatlari mavjud boʻlmagan taqdirda Talabaning imtihonlarga kirishini cheklash. Talabalarga imtihon topshirish uchun zarur boʻlgan oʻquv soatlari miqdori Universitetning ichki qoidalari bilan tartibga solinadi;
- 3.2.7. Oʻquv toʻlovi oʻz vaqtida toʻlanmagan yoki shartnomada nazarda tutilgan majburiyatlar buzilgan taqdirda Talabaning Universitet binosi va oʻquv resurslariga kirishini cheklash va jarimalar undirish;
- 3.2.8. Talabaning rasmiy hujjatlarining asl nusxasini (oʻrta yoki oʻrta maxsus ma'lumot toʻgʻrisida attestat va/yoki diplom, Universitet diplomi yoki boshqa hujjatlar) Universitetning oʻqish va boshqa xizmatlari toʻlovini (kitoblarni qaytarish yoki ularning narxini) 100% miqdorida toʻlangunga qadar, shuningdek Universitetga yetkazilgan zararning oʻrni qoplanmaguncha va penya toʻlangunga qadar saqlash.
- 3.2.9. O'zbekiston Respublikasining amaldagi qonunchiligi va universiteti ichki hujjatlarda nazarda tutilgan boshqa huquqlarni amalga oshirish.

#### 3.3. TALABA MAJBURIYATLARI:

3.3.1. O'zbekiston Respublikasi qonunchiligiga binoan oliy ta'lim muassasalari talabalariga qo'yiladigan talablarga va Universitet o'quv jarayoni va faoliyatini tartibga soluvchi ichki qoidalariga muvofiq ta'lim olish;

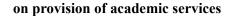
information on the website of the University.

### **3.2.** THE UNIVERSITY IS ENTITLED TO:

- 3.2.1. perform continuous monitoring of the performance of contractual obligations by Student;
- 3.2.2. require the Student and/or the Payer to pay a timely tuition fee in accordance with the terms of this Offer if the Student is not exempted from tuition in accordance with clause 3.1.5;
- 3.2.3. terminate the Offer unilaterally following the decision of the University's Management, in case of breach of terms and conditions and/or non-performance of the payment within the period specified in Clause 4.6. of this Offer by the Student and/or Payer;
- 3.2.4. restrict access of Student to the University facilities and Learning Resources in case of breach of internal regulations;
- 3.2.5. make a decision on expulsion of the Student from the University, or to suspend temporarily from the study in case of delay in payment;
- 3.2.6. Restrict the Student's access to exams in the event of arrears in tuition fees or the absence of the minimum number of study hours during the academic year required to admit students to examinations of study hours. The number of study hours required to allow students to take exams is regulated by the internal rules of the University;
- 3.2.7. Restrict the Student's access to the building and educational resources of the University and charge penalties in case of late payment of tuition fees or violation of obligations stipulated by the Contract;
- 3.2.8. Keep the original of the Student's official documents (certificate or diploma about secondary or secondary specialized education, University diploma or other documents) until payment in the amount of 100% of the cost of tuition and other services of the University (return of textbooks or their cost), as well as compensation for harm caused to the University and payment of the penalty.
- 3.2.9. exercise other rights stipulated by acting legislation of the Republic of Uzbekistan and internal regulations of the University.

#### 3.3. STUDENT IS OBLIGED TO:

3.3.1. study in accordance with the requirements of higher academic institutions for students under the legislation of the Republic of Uzbekistan and internal regulations of the University regulating the learning process and activities of the University;





- 3.3.2. O'quv Nizomida, Talabalarning xulq-atvor kodeksida, shuningdek Talabaning hududdagi xatti-harakatlarini tartibga soluvchi boshqa qoidalar va ichki hujjatlarda va umume'tirof etilgan xulq-atvor standartlarida ko'rsatilgan talablarga rioya qilish;
- 3.3.3. Universitet mulkidan ehtiyotkorlik bilan foydalanish va yetkazilgan zararning oʻrnini Oʻzbekiston Respublikasi qonunchiligiga muvofiq qoplash;
- 3.3.4. Kirish imtihon natijalari e'lon qilingan kundan boshlab 10 (o'n) kun ichida oʻrta yoki oʻrta maxsus ma'lumot toʻgʻrisida attestat va/yoki diplomni va boshqa talab qilinadigan hujjatlarni asl nusxalarini Universitetga oʻqish davomida saqlash uchun taqdim etish. Maxsus holatlarda Talaba yozma ravishda Universitet tomonidan soʻralgan hujjatlarning asl nusxalarini kechiktirib taqdim etishni soʻrashi mumkin (Universitet tomonidan tasdiqlanishi shart);
- 3.3.5. Agar Talaba 3.1.5-bandga muvofiq o'quv to'lovlaridan ozod qilinmasa, u ushbu Ofertaga muvofiq hamda O'zbekiston Respublikasining amaldagi qonunchiligida belgilangan tartibda ta'lim uchun to'lovni o'z vaqtida va to'liq amalga oshirishi shart;
- 3.3.6. Tijorat banki bilan toʻlov-kontrakt asosida oʻqish uchun kredit shartnomasi tuzilgan taqdirda, u barcha taraflar tomonidan rasmiylashtirilgandan soʻng Universitetning yuridik boʻlimiga shartnomaning asl nusxasini taqdim etishi.
- 3.3.7. Universitetning ichki tartib-qoidalariga muvofiq kirishni nazorat qilish rejimi va yong'in xavfsizligi qoidalariga rioya qilish;
- 3.3.8. Universitetning rasmiy aloqa kanallari orqali tarqatilayotgan yangiliklarni kuzatib borish: Universitetning rasmiy veb-sayti, korporativ elektron pochta va Google tizimi. Universitet Talabada ma'lumot yo'qligi bilan bog'liq va natijada O'quv Nizomida, Universitetning ichki tartib qoidalarida, shuningdek Talabaning Universitet hududidagi va tashqarida xatti-harakatlarini tartibga soluvchi boshqa ichki hujjatlarda ko'rsatilgan talablarni o'z vaqtida bajarmaslik bilan bog'liq barcha javobgarlikni o'z zimmasiga olmaydi.

#### 3.4. TALABA HUQUQLARI:

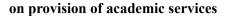
- 3.4.1. Universitetda o'qish jarayoni bilan bog'liq masalalar bo'yicha Universitet ma'muriyatiga murojaat qilishi;
- 3.4.2. Kutilmagan holatlar yuzaga kelganda, Talaba tegishli fakultet nizomida qayd etilgan muddatga akademik ta'til olish haqida yozma ravishda Universitetga murojaat qilishi;

- 3.3.2. comply with the requirements specified in the Academic Regulation, the Students Code of Conduct, as well as other rules and internal documents governing the behavior of the Student on the territory and generally accepted standards of behavior;<sup>1</sup>
- 3.3.3. use with due care the property of the University and reimburse occurred damage in accordance with the legislation of the Republic of Uzbekistan;
- 3.3.4. submit within 10 (ten) days after the date of announcement of the results of the admission the certificate of high school or diploma from the lyceum or college and other requested documents to the University for storage for the duration of studies. In special circumstances, the Student may request in written form for postponement (subject to approval by the University) of the submission of the requested original documents;
- 3.3.5. ensure timely and full payment of tuition, in accordance with the terms of the present Offer and the acting legislation of the Republic of Uzbekistan if the Student is not exempted from tuition fee in accordance with clause 3.1.5.;
- 3.3.6. in case of concluding a loan agreement for tuition fees with a commercial bank, after its execution by all parties, provide an original copy of the Contract to the Legal Department of the University;
- 3.3.7. comply with the access control regime and fire safety rules in accordance with the internal regulatory documents of the University;
- 3.3.8. follow the news distributed through the official communication channels of the University: the official website of the University, corporate e-mail and the Google system. The University disclaims all responsibility related to the student's lack of information and, as a result, untimely fulfillment of the requirements specified in the Academic Regulation, the University's Internal Regulations, as well as other internal documents regulating the Student's behavior on the territory of the University and beyond.

### 3.4. THE STUDENT IS ENTITLED TO:

- 3.4.1. approach the University administration on matters relating to the learning process at the University;
- 3.4.2. in case of unforeseen circumstances, request the University in written form for academic leave for a period stipulated in corresponding Faculty Regulation;

<sup>&</sup>lt;sup>1</sup> https://akfauniversity.org/policies-regulations/





- 3.4.3. Agar Talaba ta'limni to'liq yakunlamay turib, o'qishdan chetlashtirilsa yoki o'z xohishi bilan davom ettirmasa, bajarilgan kreditlarni hisobga olgan holda ta'lim dasturining muayyan tarkibiy qismlarini o'zlashtirish to'g'risidagi hujjatni olish.
- 3.4.4. Tegishli fakultetning oʻquv rejasini muvaffaqiyatli tamomlagan talaba Oʻzbekiston Respublikasi Vazirlar Mahkamasining 2019 yil 15 fevraldagi 130-son qaroriga muvofiq davlat standartlariga muvofiq boʻlgan diplom bilan taqdirlanadi.

#### 3.5. TO'LOVCHI MAJBURIYATLARI:

- 3.5.1. Ushbu Ofertaga muvofiq hamda O'zbekiston Respublikasining amaldagi qonunchiligida belgilangan tartibda ta'lim uchun to'lovni o'z vaqtida va to'liq amalga oshirish;
- 3.5.2. Agar o'qishga qabul qilish vaqtida Talaba voyaga yetmagan bo'lsa, unda Universitet ushbu Oferta doirasida voyaga yetgan jismoniy yoki yuridik shaxsni To'lovchining majburiyatlarini qabul qilgan shaxs deb hisoblaydi, joriy Oferta doirasidagi to'lovchi;
- 3.5.3. Voyaga yetgan yoshdan boshlab, agar Universitet bilan yozma shaklda kelishilmagan bo'lsa, Talaba avtomatik ravishda ushbu Oferta doirasida To'lovchiga aylanadi.

#### 3.6. TO'LOVCHI HUQUQLARI:

3.6.1. Talabaning majburiyatlarini bajarishi bo'yicha yillik monitoring o'tkazish.

# 3.7. TALABA VA TO'LOVCHI O'RTASIDAGI HUQUQIY MAJBURIYATLAR

3.7.1. Talaba va To'lovchi o'rtasidagi huquqiy majburiyatlar o'zaro kelishuv asosida boshqariladi va ushbu o'zaro kelishuvni amalga oshirish uchun Universitet hech qanday majburiyatni o'z zimmasiga olmaydi.

# 4. TA'LIM UCHUN TO'LOV TARTIBI VA SHARTLARI

- 4.1. Ushbu Ofertaning 3.1.4-bandini hisobga olgan holda ta'lim uchun to'lov O'zbekiston Respublikasi fuqarolari O'zbekiston Respublikasini milliy valyutasida (UZS), Xalqaro Talabalar uchun AQSh dollarida Universitetning bank hisob raqamiga o'tkazish yo'li bilan va/yoki O'zbekiston Respublikasi qonunchiligi bilan ruxsat etilgan boshqa usulda amalga oshiriladi.
- 4.2. Ta'lim uchun bir semestr to'lovi summasi O'zbekiston Respublikasi fuqarosi bo'lgan Talabaga Mahalliy abituriyentlar uchun kirish qo'llanmasining

- 3.4.3. in case of expulsion of the Student from the University or discontinuance of the study on his/her own will before completing the full education, receive a document about the completion of the partial educational program based on credits completed;
- 3.4.4. Upon successful completion of the curriculum of the corresponding faculty, the Student will be awarded with the diploma which complies to state standards in accordance with the Cabinet of Ministers of the Republic of Uzbekistan dated February 15, 2019 No 130.

#### 3.5. PAYER IS OBLIGED TO:

- 3.5.1. perform the on-time and full payment of tuition, in accordance with the terms of the present Offer and acting legislation of the Republic of Uzbekistan;
- 3.5.2. if at the time of acceptance the Student has not reached the legal age, then the University will assume that within the framework of this Offer the Payer is a physical person at the legal age and/or a legal entity that has accepted the obligations of the Payer within the framework of the current Offer;
- 3.5.3. from the moment of reaching the legal age, the Student automatically becomes a Payer within the framework of this Offer, unless otherwise agreed with the University in written form.

#### **3.6.** PAYER HAS A RIGHT TO:

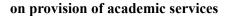
3.6.1. conduct annual monitoring of the Student's performance on meeting obligations.

# 3.7. LEGAL OBLIGATIONS BETWEEN STUDENT AND PAYER

3.7.1. Governed by a separate mutual agreement of both parties, for the performance of which the University obtains no obligation.

# 4. TERMS AND PROCEDURES OF TUITION FEE PAYMENT

- 4.1. Taking into account clause 3.1.4 of this Offer, the payment of the tuition fee for the citizens of the Republic of Uzbekistan shall be made in the national currency of the Republic of Uzbekistan UZS, for International Students in USD through the transfer of funds to the bank account of the University and/or in any other way allowed by the legislation of RUz.
- 4.2. The tuition fee for one academic semester of the corresponding faculty for the citizens of RUz shall be determined in accordance with clause 11 "Tuition Fee"



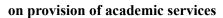


- 11-bandi "Ta'lim uchun to'lov" bandiga muvofiq belgilanadi (<u>Admission Guide</u> 11-bet).
- 4.3. Universitet ta'lim uchun belgilangan to'lov miqdorini bir tomonlama ravishda 30% dan ko'p bo'lmagan miqdorda oshirishga haqlidir, bu haqda Universitet Talabani 30 (o'ttiz) kalendar kun oldin xabardor qiladi.
- 4.4. To'lovni amalga oshirayotganda Talaba va/yoki To'lovchi to'lov hujjatlarida Talabaning to'liq ismi, sharifini, Talaba o'qiyotgan fakultet nomi, shuningdek, Talabaning pasport seriya va raqamini ko'rsatishi shart.
- 4.5. Agar Talaba qoniqarsiz natijalari tufayli bir yoki bir nechta kurslardan topshira olmasa, o'qish to'lovi quyidagicha to'lanadi:
- 4.5.1. Agar Talaba bir semestrda 12 kreditdan kam olsa, u oʻqish uchun toʻlovni olgan akademik kreditlar soniga qarab toʻlashi shart. Bitta kreditning qiymati 1 000 000 (bir million) so'mga teng.
- 4.5.2. Agar Talaba bir semestrda 12 yoki undan ortiq kredit olgan boʻlsa, talaba <u>Qabul nizomida</u> koʻrsatilgan bir semestr uchun toʻliq oʻqish toʻlovini toʻlashi shart.
- 4.6. Ta'lim uchun to'lov pul mablag'lari har semestrda quyida belgilangan muddatlardan kechiktirmagan holda to'lanishi shart:
- 4.6.1. Talaba va/voki To'lovchi kirish imtihoni natijalari e'lon qilinganidan so'ng, 14 (o'n to'rt) kalendar kun ichida birinchi akademik semestr uchun eng kamida 000 000 (besh million) UZS avans sifatida to'lashi shart;<sup>2</sup> Ushbu avans Talabani qabul qilish haqidagi buyruqni rasmiylashtirish uchun asos bo'ladi va kvota doirasida Talabaga kontrakt asosidagi berilgan joyini saqlab qolinishini kafolatlaydi, shunindek darsliklar, shaxsiy kompyuterlar xarid qilish hamda Google Classroom'da kabinet varitish uchun kafolat Universitetining elektron kutubxonasi va boshqa onlayn materiallaridan foydalanish imkonini beradi.
- 4.6.2. Birinchi o'quv semestri uchun qolgan miqdor semestr boshlanishidan **14 (o'n to'rt) kalendar kun** oldin to'lanishi shart.\*
- 4.6.3. keyingi akademik semestrlar uchun semestr boshlanishidan **14 (o'n to'rt) kalendar kun** oldin to'lanishi shart.\*
- \*Semestr boshlanish sanalari universitet veb-saytida ko'rsatiladi (<a href="https://akfauniversity.org/academic-calendar/">https://akfauniversity.org/academic-calendar/</a>).

- of Admissions Guide for Local Applicants (<u>Admission</u> <u>Guide</u> page 11).
- 4.3. The University reserves the right to unilaterally increase the amount of tuition fees by no more than 30% with prior notification of the Student at least 30 (thirty) days before such increase.
- 4.4. Upon payment, the Student and/or Payer must indicate in the payment documents the full name of Student, the name of the faculty where the Student is studying, as well as the Student's passport series with the number.
- 4.5. If a student fails a course or several courses due to unsatisfactory results, the tuition fee is paid as follows:
- 4.5.1. If a student receives less than 12 credits per semester, he or she must pay the tuition fee based on the number of academic credits taken. The cost of one credit is equal to 1 000 000 (one million) sum.
- 4.5.2. In case of taking 12 or more credits per semester the Student is entitled to pay full tuition fee for one semester stipulated in (Admission Guide page 11).
- 4.6. Tuition shall be paid each semester not later than the following deadlines:
- 4.6.1. Student and/or Payer shall pay for the first academic semester at least 5 000 000 (five million) UZS as a prepayment within **14 (fourteen) calendar days** after the announcement of the entrance exam results;<sup>3</sup> This prepayment serves as a basis for the admission order of the Student and guarantees the reserve of the contract-based seat allocated within the quota as well as for procurement of textbooks, PC and creation of individual accounts on Google Classroom and gives access to the electronic library and other online materials of University.
- 4.6.2. The remaining amount for the first academic semester shall be paid **14** (fourteen) calendar days before the start of the semester.\*
- 4.6.3. for subsequent academic semesters the tuition fee shall be paid **14** (**fourteen**) **calendar days** before the start of the semester.\*
- \*The starting dates of semesters are available on the website of the University (https://akfauniversity.org/academic-calendar/).

<sup>&</sup>lt;sup>2</sup> Toʻlovchining arizasiga binoan 4.6.1. bandiga muvofiq toʻlangan summa toʻlov amalga oshirilganidan keyin 14 (oʻn toʻrt) kalendar kuni ichida Toʻlovchining arizasida koʻrsatilgan Toʻlovchining kredit kartasiga qaytariladi. Ammo, Talabani qabul qilish toʻgʻrisidagi qaror kuchga kirgan holda tolangan summa ushbu ofertaning 4.9. bandigaga muvofiq Toʻlovchiga qaytarilmaydi.

<sup>&</sup>lt;sup>3</sup>Upon the Payer's request the amount paid in accordance with 4.6.1. clause is refunded to the Payer's credit card stipulated in the Payer's application within 14 (fourteen) calendar days only if the decree on enrollment of the Student to course was not passed/enforced yet. However, if the decree on students enrolled entered into force the amount paid will not be returned to the Payer in accordance with clause 4.9 of this offer.





- 4.7. Ushbu Ofertaning 3.1.3 va 3.1.4-bandlariga muvofiq, har bir semestr yakuniga qadar akademik ko'rsatkichlarining natijalari asosida Talaba keyingi semestr uchun to'lovni to'lashdan to'liq yoki qisman ozod qilinadi. Ammo, ushbu holat faqat bir semestr uchun amal qiladi.
- 4.8. Talabani keyingi o'quv semestriga qabul qilish haqidagi buyruq faqat avvalgi o'auv semestrini muvaffaqiyatli yakunlagandan so'ng, avvalgi o'quv semestri uchun barcha to'lovlar amalga oshirilgandan so'ng va ushbu Ofertaning 4.6-bandida belgilangan muddatdan kechiktirmagan holda to'lov amalga oshirilgandan so'ng qabul qilinadi.
- 4.9. O'qish boshlanganda va/yoki Talabani kursga qabul qilish to'g'risidagi qaror kuchga kirgandan keyin to'langan har qanday summa qaytarilmaydi. Shartnoma bekor qilinadigan holda, bir oʻquv yili uchun ta'lim uchun toʻlovi toʻliq toʻlangan taqdirda, Universitet bilan oʻzaro kelishilgan holda, oʻquv jarayoni boshlanmagan semestr uchun toʻlov summasi qaytarilishi mumkun.
- 4.10. Talaba o'qishdan chetlatilgan taqdirda, chetlatilish sabablaridan qat'i nazar, Universitetga ta'lim uchun to'langan pul mablag'lari Universitet tomonidan qaytarilmaydi.
- 4.11. Ta'lim uchun to'lovlarni amalga oshirish bilan bog'liq barcha bank xarajatlari Talaba va/yoki To'lovchi hisobidan qoplanadi.
- 4.12. Ushbu ommaviy Oferta bo'yicha oliy ma'lumot olish uchun ko'rsatilgan akademik xizmatlar hisob faktura<sup>4</sup> va bajarilgan ishlar dalolatnomasi bilan tasdiqlanadi.
- 4.13. Hisob-faktura va bajarilgan ishlar dalolatnomasi har bir akademik semestr uchun, semestr boshlanganidan so'ng 40 (qirq) kalendar kun davomida bir tomonlama Talabaga O'zR qonunchiligida o'rnatilgan tartibda yuboriladi.
- 4.14. AQSh dollaridagi to'lovlarni amalga oshirish bo'yicha ko'rsatmalar (SWIFT formati)

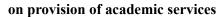
To'lov ma'lumotlari № 70	to'lovi ,  to'lovchining to'liq ismi ,  pasport seriyasi, pasport raqamlari
Komissiya to'lovi № 71A (To'lovlar haqida batafsil ma'lumot)	OUR

- 4.7. based on provided results of academic performance by the end of each semester in accordance with clause 3.1.3. and clause 3.1.4. of this Offer, according to the Admission regulation the Student may be fully or partially exempt from payment of tuition fee for the next semester. However, it applies only for one semester.
- 4.8. Decree on the enrollment of the Student to the next level will be executed only after successful completion of the previous level, after full payment of the previous level and after payment of tuition for semester not later than the deadlines specified in Clause 4.6. of this Offer.
- 4.9. Upon start of studies or/and after enforcement of decree on enrollment of the Student to course any amounts of fee paid are not refundable. Upon termination of the contract, in the case of full payment of tuition fee for the entire academic year, in case of mutual agreement with the University, it can be returned only to the amount of payment for the semester for which the study has not been started.
- 4.10. In case of expulsion of a Student, regardless of the reasons for the expulsion, tuition fees paid to the University will not be reimbursed.
- 4.11. All bank charges associated with the transfer of tuition fee shall be covered by the Student and/or the Payer.
- 4.12. Academic and other services provided under this public Offer are confirmed by an invoice<sup>5</sup> and a certificate of completion.
- 4.13. The invoice and the act of work performed are sent to the Student unilaterally for performed services in each academic semester, 40 (fourty) calendar days after the beginning of the next semester, in the manner prescribed by the legislation of the Republic of Uzbekistan.
- 4.14. USD payment routing instructions (SWIFT format)

Remittance information Field № 70	fee ,  customer name ,  passport series, passport numbers
Fee charged Field № 71A (Details of charges)	OUR

<sup>&</sup>lt;sup>4</sup> Hisob-faktura talabaning nomiga rasmiylashtiriladi.

<sup>&</sup>lt;sup>5</sup> The invoice is issued in the name of the student.





4.15. Shartnomada va To'lovchining arizasida ko'rsatilgan to'lov jadvaliga asosan, kontrakt miqdori to'lanmagan yoki kechiktirilgan taqdirda, To'lovchi Universitetga belgilangan muddatda kechiktirilgan summani avtomatik to'lov orqali To'lovchining bank kartalaridan to'lovlar jadvaliga muvofiq yechib olinishiga o'z roziligini beradi.

# 5. OFERTANI BEKOR QILISH VA TALABANI O'QUV JARAYONIDAN CHETLATISH

- 5.1. Ushbu Oferta quyidagi hollarda bekor qilinishi mumkin:
- 5.1.1 5.3-bandga muvofiq Talaba chetlashtirilganda;
- 5.1.2 Agar ushbu Ofertada belgilangan Taraflardan biri ushbu Oferta shartlarini bajarmasa;
- 5.1.3 O'zbekiston Respublikasining amaldagi qonunchiligida nazarda tutilgan boshqa hollarda;
- 5.2. Talabaning tashabbusi bilan Oferta bekor qilinganda, bekor qilish sabablaridan qat'i nazar, amalga oshirilgan to'lov miqdori qaytarilmaydi.
- 5.3. Talaba quyidagi hollarda Universitetdan belgilangan tartibda chetlatilishi mumkin:
- 5.3.1. O'z xohishiga ko'ra;
- 5.3.2. Akademik muvaffaqiyatsizligi uchun;
- 5.3.3. Oliy ta'lim muassasasining odob-axloq qoidalari, akademik nizomi va boshqa ichki qoidalarni buzganligi uchun, shu jumladan, bir semestrdagi umumiy akademik soatlarning 1/4 (25%) dan ko'prog'iga uzrsiz qatnashmaganligi uchun;
- 5.3.4. Universitetda o'qitish sifatiga va Universitetning faoliyat yuritishiga bevosita ta'sir ko'rsatadigan yoki ushbu Oferta bo'yicha Taraflarning o'z majburiyatlarini bajarishiga xavf tug'diradigan ijtimoiy noto'g'ri xatti-harakatlarni amalga oshirgani uchun;
- 5.3.5. Talabaning o'qishni davom ettirish imkoniyatini istisno etadigan jazoga hukm qilingan sudning hukmi qonuniy kuchga kirgani, shuningdek, Talabani sud qarori bilan ixtisoslashtirilgan davolash-profilaktika muassasasiga yuborilgani uchun.

#### 6. TARAFLARNING MAS'ULIYATLARI

- 6.1. Ushbu Oferta bo'yicha o'z majburiyatlari bajarilmagan yoki lozim darajada bajarilmagan taqdirda Taraflar O'zbekiston Respublikasi qonun hujjatlariga muvofiq javobgar bo'ladilar.
- 6.2. Ushbu Ofertaning 4.6-bandida belgilangan to'lov muddati amal qilinmagan taqdirda, Talaba va/yoki To'lovchi kechiktirilgan har bir keyingi kun uchun

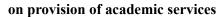
4.15. In case of non-payment or delay of the payment of the contract amount in accordance with the payment schedule stipulated in the Agreement and specified in the Payer's application (available in corresponding system), the Payer gives its consent to the appropriate removal / automatically transfer of the overdue amount to the University account from the Payer's bank cards.

# 5. TERMINATION OF THE OFFER AND EXPULSION OF THE STUDENT

- 5.1. The present Offer may be terminated in the following cases:
- 5.1.1. expulsion of the Student in accordance with Clause 5.3;
- 5.1.2 breach of the terms and conditions of the Offer by any Party of the Offer;
- 5.1.3 in other cases, stipulated by the acting legislation of the Republic of Uzbekistan;
- 5.2. Upon termination of the Offer on the initiative of the Student, regardless of the reasons for the termination, the paid amount of tuition shall not be refunded.
- 5.3. Student shall be in the prescribed manner expelled from the University in the following cases:
- 5.3.1. upon personal will;
- 5.3.2. for academic failure;
- 5.3.3. for violation of student code of conduct, academic regulation and other internal regulations, including unexcused absences of more than 1/4 (25%) of total academic hours per semester;
- 5.3.4. antisocial misconduct that directly affects the quality of teaching at the University and the business reputation of the University, or endangers the fulfillment of obligations of Parties under this Offer;
- 5.3.5. the entry into force of the verdict, which the student was sentenced to punishment, which excludes the possibility of continuing education, as well as the orientation of Student in a specialized health care facility by the Court.

## 6. RESPONSIBILITIES OF THE PARTIES

- 6.1. In case of non-performance or inappropriate performance of their obligations under this Offer, the Parties shall be liable in accordance with the legislation of the Republic of Uzbekistan.
- 6.2. In case of delay in payment in breach of payment terms set out in Clause 4.6 of the Offer, the Student and/or the Payer shall be liable to pay an interest





to'lanmagan summaning 0.1%, ammo muddati o'tgan to'lov summasining 50% dan ko'p bo'lmagan miqdorida jarima to'lashga majburdirlar (keyingi o'rinlarda "Penya").

- 6.3. Penyani to'lash sharti Taraflarni ushbu Oferta bo'yicha o'z majburiyatlarini bajarishdan ozod qilmaydi.
- 6.4. Talaba tomonidan bino, asbob-uskunalar, o'quv vositalari va hokazo larga moddiy zarar yetkazilganda Talaba yetkazilgan zarar uchun Universitet oldida to'liq javobgar bo'ladi.
- 6.5. Talaba Oferta shartlariga amal qilmagan holatda, Talabaning Universitetga kirishi cheklatiladi va har qanday akademik xizmat, ma'lumot va ma'lumotnomalar taqdim etilishi to'xtatiladi.
- 6.6. Talabaning o'quv jarayonidan to'liq yoki vaqtincha chetlashtirish Talabani va/yoki To'lovchini taqdim etilgan akademik xizmatlar uchun o'quv to'lovini amalga oshirish majburiyatidan ozod qilmaydi.

## 7. FAVOULODDA VAZIYAT

7.1. ushbu Agar Oferta bo'yicha har qanday majburiyatning bajarilishiga (Talabaning to'lov majburiyatidan tashqari) biron bir to'sqinlik qilinsa, harakat yoki hukumat harakatsizligi, urush (e'lon qilingan yoki e'lon qilinmagan), harbiy harakatlar, qaroqchilik, sanoat nizolari (shu jumladan, ishning sekinlashuvi va qoidalar bo'yicha ishlash) taraflarning har qanday joyida yoki boshqa joylarda, yong'in, portlash yoki boshqa sabablarga ko'ra, (yuqoridagi voqealarning har qandayida o'xshashlikdan qat'i nazar) tarafning oqilona nazoratidan, keyin bu tomon javobgarlikdan ozod qilinadi va bajarilmasligi uchun javobgar bo'lmaydi (to'lov majburiyatlaridan tashqari) bu ogohlantirish, to'siq, cheklash yoki kechikish amal qiladi. Ushbu holatlarning har biri sababli ozod qilishni talab qilmoqchi bo'lgan tomon boshqa tomonni ularning kelib chiqishi va tugatilishi to'g'risida yozma ravishda darhol xabardor qilishi kerak.

### 8. NIZOLARNI HAL QILISH TARTIBI

- 8.1. Taraflar ushbu Ofertadan kelib chiqadigan yoki yuzaga kelishi mumkin bo'lgan barcha nizolar yoki kelishmovchiliklarni do'stona muzokaralar orqali hal qilish uchun barcha sa'y-harakatlarni amalga oshiradilar.
- 8.2. Ushbu Ofertadan kelib chiqadigan har qanday nizo, kelishmovchilik yoki da'vo, yoki unga amal qilmaslik, vaqtincha to'xtatish yoki bekor qilish, do'stona muzokaralar orqali hal etish imkoniyati bo'lmasa, O'zbekiston Respublikasi qonun hujjatlariga muvofiq sud orqali tartibga solinadi.

- at the rate of 0.1% of the amount of due payment for each following day of delay but not more than 50% of the amount of delayed payment.
- 6.3. Payment of interest does not exempt the Parties from the fulfillment of the obligations herein
- 6.4. In case of material damage to buildings, equipment, education materials and and so forth caused by the Student, the Student shall be liable for reimbursement of the full cost of the caused damage to the University.
- 6.5. In case of breach of terms of Offer by the Student, Student's access to the University shall be restricted, academic services shall be stopped, and the issuance of information and official letters shall be suspended.
- 6.6. Suspension or expulsion of the Student does not relieve Student and/or Payer from payment obligations for provided academic services.

## 7. FORCE MAJEURE

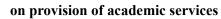
7.1. If the performance of any obligation under the Offer (other than an obligation of the Student to make payment) is prevented, hindered, restricted or delayed by any act of God, act or omission of government, war (declared or not), hostilities, piracy, industrial dispute (including go-slow and work to rule actions) at either party's premises or elsewhere, fire, explosion, or by any other cause (whether similar or not to any of the above events) beyond the reasonable control of the party whose performance is affected ("force majeure"), then that party shall be excused from, and shall not be liable for, failure in performance (except for payment obligations) to the extent of that prevention, hindrance, restriction or delay. The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof.

### 8. DISPUTE RESOLUTION

- 8.1. The Parties will make their best efforts to settle in an amicable way all disputes or differences that may arise out or in connection with this Offer.
- 8.2. Any dispute, controversy or claim arising out of or in connection with this Offer, or the breach, termination or invalidity thereof that cannot be settled in an amicable way, will be settled through judicial procedure in accordance with the legislation of RUz.

#### 9. UMUMIY QOIDALAR

#### 9. GENERAL PROVISIONS





- 9.1. Ushbu Ofertaning 1.2-bandga muvofiq, Oferta qabul qilingan paytdan boshlab kuchga kiradi va taraflar o'z majburiyatlarini to'liq bajarguniga qadar amal qiladi.
- 9.2. Ushbu Oferta o'zbek va ingliz tillarida tuzilgan va har qanday nomuvofiqliklar mavjud bo'lsa, ingliz tilidagi talqini ustuvor ahamiyatga ega bo'ladi.
- 9.3. Ofertaning har qanday o'zgarishi O'zbekiston Respublikasining amaldagi qonunchiligiga muvofiq yozma ravishda amalga oshiriladi.
- 9.4. Manzillar va boshqa rekvizitlar o'zgargan taqdirda taraflar darhol boshqa tarafga yozma ravishda xabar berishlari shart.
- 9.5. Talaba va/yoki To'lovchi tomonidan ushbu Ofertaning to'lov shartlari bajarilmagan taqdirda, Talaba kvotada egallagan o'z o'quv joyini yo'qotadi va Universitet o'z xohishiga ko'ra, Oferta asosida boshqa nomzodlarga ushbu o'quv joyini taklif qilish huquqiga ega.

# 10. UNIVERSITETNING BANK REKVIZITLARI VA YURIDIK MANZILI:

"Akfa Universiteti" MChJ

### Yuridik manzil:

O'zbekiston Respublikasi, Toshkent viloyati., Qibray tumani, Yangiobod, Milliy Bog' ko'chasi, 264 uy

### To'lov rekvizitlari:

Hisob raqami UZS: 20208000805032453001

Hisob raqami (AQSH dollari): 20208840205032453002 O'zbekiston Respublikasi Tashqi iqtisodiy faoliyat Milliy

banki "Olmazor" filialidagi

MFO: 00876 STIR: 306 210 969 ОКЭД: 85420 SWIFT: NBFAUZ2X

- 9.1. The present Offer shall enter into force upon acceptance in accordance with Clause 1.2 and be valid until the full performance of obligations herein.
- 9.2. The present Offer is made in both Uzbek and English languages and in the event of any discrepancies, the English version of the Offer shall prevail.
- 9.3. Any change in the Offer shall be valid upon written agreement in accordance with acting legislation of the Republic of Uzbekistan.
- 9.4. In case of change of address and other details, the Parties are obliged to immediately notify the other Party in writing.
- 9.5. Student irrevocably agrees that in case of non-performance of payment terms of this Offer by Student and/or Payer the Student loses his quota place and University has right to offer the place to another candidate on a tuition fee basis on its discretion.

# 10. BANK DETAILS AND LEGAL ADDRESS OF THE UNIVERSITY:

"Akfa University" LLC

# **Legal Address:**

264 Milliy Bog Str., Yangiabad village, Kibray district, Tashkent region, Uzbekistan

### **Payment Details:**

Bank Account in UZS: 20208000805032453001 Bank Account in USD: 20208840205032453002

In Olmazor Branch of NBU FEA RUz

MFO: 00876 TIN: 306 210 969 OKED: 85420

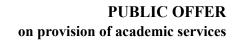
SWIFT: NBFAUZ2X



Rektor Djalilov B. Sh.



Rector Djalilov B. Sh.





To'lov kvitansiyasi	QABUL QILUVCHI:  "Akfa Universiteti" MChJ: Yuridik manzil: Toshkent viloyati, Qibray tumani, Yangiobod, Milliy Bog' ko'chasi, 264 uy To'lov rekvizitlari: Hisob raqami: 20208000805032453001 O'zbekiston Respublikasi Tashqi iqtisodiy faoliyat Milliy banki "Olmazor" filialidagi MFO: 00876 STIR: 306 210 969 ОКЭД: 85420
	TO'LOVCHI:
	To'lovchining F. I. O.  Tel.:
	TO'LOV TAFSILOTLARI:  Talabaning
	F. I. O.  Passport raqami:
	O'quv yalishi: kurs talabasi
	To'lov summasi:UZS
	UZS
	(yozma ravishda)