

Cooperation Agreement № 160406

Malta, 6th April 2016

Agreement entered into today jointly between *EEC-ITIS Malta Tourism and Languages Institute Ltd*, registered companies in San Gwann, Malta herein after referred to the 'EEC-ITIS' and *Contemporary Academy of Business and Humanities*, and registered company in Russia herein after referred to the 'CABH'

Whereas the parties agree:

Subject of this Agreement

The subject of the Agreement is co-operation in the sphere of international education. By this agreement EEC-ITIS is granting CABH rights to represent EEC-ITIS as its regional office in **Togliatti, Russia**. EEC-ITIS shall render and that CABH shall receive and pay for educational packages, student services and education provided by EEC-ITIS within the territory of the Maltese Islands.

1. Common Regulations

1.1 EEC-ITIS offers to CABH the opportunity and responsibility to sell in the territory of **Russia**, higher educational programmes, language programmes, individual or group educational trips, distance online language courses, accommodation, cultural excursions, and airline tickets to Malta.

2. Registration, Application and Reservations

2.1 CABH is to ensure that prospective students complete EEC-ITIS Application form as accurate as possible and accompanied with all the required necessary documents. Applications will only be considered on receipt of the application and application fee.

2.2 CABH is to ensure that every prospective student applying to entry EEC-ITIS programmes are of good character and that the student's sole intention is to study in Malta.

3. CABH's Obligations

3.1 CABH is responsible for the advertising the EEC-ITIS programmes in the territory of **Russia**.

3.2 CABH is to ensure that students are properly and well informed about the terms and conditions of their study programme and all other necessary information that the student needs in accordance to the term and conditions specified by EEC-ITIS.

4. EEC-ITIS's Obligations

4.1 Examine and informs CABH if the student's application has been accepted or not within 3 weeks of receipt of the application.

4.2 Provide hotel/apartment/host family accommodation reservations and confirmation if required.

4.3 Provide coach/taxi transfers from and to Airport if required.

4.4 Provide all services according to the study programme.

4.5 Deliver professional and quality educational programmes

5. Conditions of Services

5.1 Conditions of service for individuals also apply to groups.

5.2 EEC-ITIS has to confirm to the students about services offered them.

5.3 EEC-ITIS is not responsible for the quality or the services promised by CABH to the students which were not previously discussed and agreed with EEC-ITIS.

6. Medical Service

6.1 All expenses for Medical services are borne by the student or by the insurance company. All students are to be properly insured for all their study period. EEC-ITIS will not be held responsible for any type medical expenses.

7. General Conditions

7.1 EEC-ITIS and CABH are not allowed to transfer the rights or responsibilities of this agreement to any other company or person without a written consent between both parties.

7.2 EEC-ITIS is not responsible for any expense which may occur due to any delays for both arrival and departure of the student due to faults by three parties.



- 7.3 All fees and charges on application are to be collected by CABH or directly to EEC-ITIS from the student depending on the circumstances of the request. In the event that entry visa to Malta is refused, CABH or EEC-ITIS will refund all fees received from the student less 100 euro processing fee, 50% of which is to be remitted to EEC-ITIS.
- 7.4 On a successful visa application CABH is to remit the total fees collected including tuition and application fees and/or accommodation charges to EEC-ITIS less commission without delay. Students need to pay the total fees and charges before arrival in Malta.

8. Conditions of Cancellation, Conditions of Payment

Conditions of cancellation and payments are applicable as per application terms and condition attached with this agreement

9. Tuition Fees and other charges

Fees, charges and commission rates are revised annually however EEC-ITIS has the right to change the rates anytime provided it informs CABH at least one month in advance. The current fees, charges and commissions rates agreed between both parties are attached to this agreement.

10. Arbitrator

11.1 If it is impossible to solve any infringement of this agreement between the parties, the matter has to be resolved in accordance to Maltese Law.

11. Term of Agreement

11.1 This agreement will come in force from today and is effective for a period of 5 (five) years.

11.2 EEC-ITIS or CABH may cancel this agreement in writing and allowing for a termination notice of not less than 90 (ninety) days from the date of the request.

14 The party's Information

14.1 The parties:

EEC-ITIS

EEC-ITIS Malta Tourism and Languages

Institute Limited

Address: 9, EEC-ITIS Building

St. Peter's Street, San Gwann

SGN 4417, Malta

Tel: +356 21 376 868 / 7749 3698

Fax:

E-mail: info@educationmalta.com

Bankers: Bank of Valletta

Naxxar Road, San Gwann, SGN 9030, Malta

Account Number: 4814 2950 13

MT50VALL2201 3000 0000 1 4814 2950 13

SWIFT/BIC: VALLMTMT

CABH

Contemporary Academy of Business and Humanities

Address: 17a Office 306, Tugpuleva

Togliatti

445040 Russia

Tel: +7 8482 317375

Fax: +7 8482 361714

E-mail: principal@interlin.ru

Bankers:

Account Number:

IBAN:

SWIFT/BIC:

Signed



Name: Chev. Mark Ransley
Position: Managing Director & Principal



Name: Ms. Tatiana Burubina
Position: General Director

Terms and Conditions:

All Courses and accommodation booked at EEC-ITIS by the Client shall be subject to the following:

1 ATTENDANCE

- I. Formal booking must be made stating length and type of course, together with reservation fee and payment in full, at least one week before the course is due to be undertaken.
- II. EEC-ITIS reserves the right to charge, in full, for any course which is not undertaken following booking, and for any room that is held vacant for any reason whether or not a course is being undertaken

2 INFORMATION

The Client shall provide all such information as may be necessary to enable the Institute to make a fully informed assessment of its obligations as far as the provision of accommodation, food and tuition to the attending student.

3 CHARGES

- I. Any Client who has not paid the reservation fee does not hold a booking with the Institute.
- II. Claims for reductions or discounts under any scheme must be made at the time of reservation.
- III. Account facilities, including payment on arrival, will only be granted by special arrangement in advance with EEC-ITIS
- IV. The Client agrees to pay all charges by the due date, that being not later than their leaving the course, following which interest will be charged daily at 2% over the Institute's bankers' base rate.
- V. EEC-ITIS reserves the right to withhold or withdraw credit facilities at any time without notice.

4 USE OF THE INSTITUTE CENTRE

- i. Students undertaking a course shall comply with all rules of conduct around the house.
- ii. The Institute reserves the right to adapt and change its rules of conduct at any time and without notice in order to ensure the well-being of all its members.
- iii. Students shall leave promptly at the appropriate time and comply with any reasonable requests made by EEC-ITIS employees.
- iv. The EEC-ITIS reserves the right to cancel, curtail or alter in whatever way necessary, any Client's course without refund in the event of a student's breach of these conditions.

5 CANCELLATIONS BY EEC-ITIS MALTA TOURISM & LANGUAGES INSTITUTE

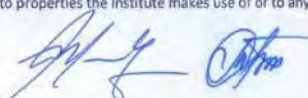
- i. EEC-ITIS reserves the right to cancel or adapt its courses in the following circumstances, and will refund any advanced payment made with the exception money transfer charges imposed by the bank, courier or cash transfer company:
 - a. If the Institute is fully closed due to circumstances outside its control, or is unable to provide reasonable space to conduct its courses to the required standard.
 - b. If a Client threatens to prejudice the reputation of EEC-ITIS prior to arrival.
 - c. To avoid a breach of these conditions.
- ii. Furthermore EEC-ITIS reserves the right to cancel or adapt its courses in the following circumstances without obligation or refund to the Client:
 - a. The Institute or any part of it is subject to reasonable building repair work or decoration.
 - b. The Client is unable to pay in full at the pre-arranged time.
 - c. The student is unable to arrive at the pre-arranged time, or day.
 - d. The Client or student severely breaches any of the terms and conditions referred to herein after having reserved and/or undertaken a course at EEC-ITIS.

6 CANCELLATIONS BY THE CLIENT

- i. The fee for reservation will be kept in all cases.
- ii. Further to this, if a Client not awaiting decision on a visa application cancels a reservation between 28 and 15 days in advance, EEC-ITIS reserves the right to claim 50% of the course fee.
- iii. If a Client not awaiting decision on a visa application cancels a reservation less than 15 days in advance, EEC-ITIS reserves the right to claim the course fee in its entirety.
- iv. EEC-ITIS will give a full refund of the course fees to any Client who is unsuccessful in a visa application.
- v. If a client cancels the programme during the course in Malta EEC-ITIS the client will not be entitled to any refund.
- vi. In all instances, notification of cancellation must be made in writing and will be effective on the date received by the Institute.

7 LIABILITY

- i. EEC-ITIS will be liable to the Client and/or student undertaking a course for injury to persons or loss or damage to property only where and to the extent that it has been negligent but otherwise will be under no liability to them whatsoever.
- ii. Any activity undertaken during a student's course at EEC-ITIS is strictly at their own risk and no responsibility will be taken by the Institute. This includes any activities where a staff member is present as a guide and facilitator whether or not organised by the Institute.
- iii. The Client will be liable for any loss or damage to EEC-ITIS or to properties the Institute makes use of or to any



objects found within these places or belonging to them, including walls, doors, furniture, appliances, books, DVDs and any private property. They will also be liable for injury to any person and shall indemnify EEC-ITIS against any loss or liability not arising from a situation covered by i above, i.e. proven negligence.

- iv. The Client is advised to consider arranging for insurance.

8 LESSONS

If a student is the only student in a group class lessons will be converted from group lessons into one to one lessons. For example, 20 group lessons would be equivalent to one to one 5 lessons.

9 ACCOMMODATION

- i. In any type of accommodation **Check In is at 14:00 and Check Out is at 11:30.**
ii. If an accommodation change is requested during the client's stay from host family to a hotel or any other accommodation different than host family accommodation there will be a cancellation charge of 5 euro per day.

10 GENERAL

- i. EEC-ITIS will take all reasonable steps to fulfil the Client's expectations as regards the booking procedure and undertaking of the course in accordance with the details.
ii. The Client shall not be entitled to assign the booking to any third party nor utilize the Institute's facilities or name, other than for the purposes arranged directly with the Institute.
iii. Whilst EEC-ITIS has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any facility or amenity or adapt any course without notice where thought necessary.
iv. Notwithstanding anything contained in these Terms, EEC-ITIS will not be liable for any failure to perform its obligation to the Client in whole or part as a result of any of the following circumstances:
a. Strikes
b. Other industrial action(s)
c. Fire at or near the Institute.
d. Civil unrest, dispute or commotion
e. Act of God
f. Legal action against the Institute, not resulting from its negligence, preventing the supply of services
g. No variation of these conditions shall be effective unless in writing and signed on behalf of
h. This agreement shall be subject only to the laws of Malta.

11 PARENTAL DECLARATION

ANY ENROLMENT BY A PARENT OR GUARDIAN AUTOMATICALLY SUPPOSES THAT THE FOLLOWING HAS BEEN READ AND AGREED TO. As the parent, guardian or legal representative of a child under 18 years of age whom I wish to enrol at EEC-ITIS, I understand that I am bound by all the terms and conditions which are outlined above and which are clarified below specifically as regards an unaccompanied minor.

12 HEALTH and SAFETY

- i. That EEC-ITIS has a duty of care towards students under 18 and I agree to accept any decision made by EEC-ITIS or its agents in the interest of the health or safety of my child (including any emergency medical treatment they think necessary or desirable) and to reimburse them for any reasonable extra costs they may thereby incur.
ii. I agree to give EEC-ITIS full information and instructions about any medical condition from which my child may be suffering at the commencement of the Course.
iii. I understand that EEC-ITIS makes every effort possible to separate children with the same native language which is not always possible and that any arrangements made by EEC-ITIS are subject to seasonal enrolments and availability.
iv. I understand that although all activities are carefully supervised, they are undertaken entirely at the risk of the individual and that EEC-ITIS accepts no responsibility for loss or injury unless proven negligent. I will make clear any requests regarding restrictions to my child's participation in activities outside the Institute.

13 DISCIPLINE

I also understand that EEC-ITIS has a responsibility towards all its students and to the local population, and I agree to accept any disciplinary action, up to and including removal from the Course, taken by the schools representative against my child for misconduct or breaches of EEC-ITIS rules that threaten the success of the Course or the well-being of the local community, including EEC-ITIS host families.

14 DAMAGE

I agree to indemnify EEC-ITIS against all reasonable costs arising out of accidental or deliberate damage caused by my child which cannot be recovered by EEC-ITIS through its own insurance policy.

