



Contract

Tbilisi

the Academy of Practical Surgery LLC (I/N: 406418489) represented by its director Otari Gurtskaia, hereinafter referred to as "Academy" On the one hand,

Student, hereinafter referred to as "Participant"

Together as the "Parties", and individually as a Party, on the basis of the Georgian legislation, the Parties sign this Contract ("Agreement") and agree on the following :

1. Subject of the Agreement

1.1. Within the scope of this Agreement, the Academy undertakes to provide the Participant with a practical and theoretical Course (hereinafter referred to as the "Course") in surgery at the Academy Of Gudushauri National Medical Center (hereinafter referred to as the "Center"), the average duration of which is 8-10weeks, and the Participant undertakes to pay the Course fee, attend the full Course and take care of any equipment used during the Course.

2. Rights and Obligations of the Parties

2.1. Rights and Obligations of the Academy:

- 2.1.1. The Academy is obliged to create the necessary conditions for the Participant to attend the Course and study.
- 2.1.2. The Academy is obliged, in return for full payment of the Course fee by the Participant, to conduct a practical and theoretical Course in surgery, the average duration of which is 8-10 weeks.
- 2.1.3. The Academy is obliged to introduce the Course syllabus to the Participant.
- 2.1.4. The Academy is obliged to issue a certificate confirming completion of the Course to the Participant, only if the Participant fully attends the Course. If the Participant misses the Course with an honorable reason and presents a document confirming such reason, the absence will be considered honorable, therefore the Academy will issue a certificate confirming the completion of the Course.
- 2.1.5. The Academy has the right to require the Participant to attend all meetings of the Course, except for the case of the Participant missing the meeting with an honorable reason. In such a case, the Academy is authorized to request a written explanation and a valid document confirming the honorable reason in case of missing any appointment by the Participant.



- 2.1.6. The Academy is authorized to require the Participant to take care of any kind of inventory used within the Course, and in case of its damage, to fully compensate for the damage.
- 2.1.7. The Academy has the right to request the Participant to participate in the planned activities/events/shootings of the Academy during the Course and at the end of the Course.
- 2.1.8. The Academy has right to determine the schedule of the Course itself, and if due to some external factors the lecture cannot be held on the planned day and/or time, to postpone the lecture to another day and/or time.

2.2. Rights and Obligations of the Participant :

- 2.2.1. The Participant is obliged to pay the Course fee of 1250 (one thousand two hundred fifty) GEL.
- 2.2.2. The Participant is obliged to take care of any kind of inventory used within the Course, and in case of damage, compensate the Academy for the damage in full no later than 2 (two) calendar days.
- 2.2.3. The Participant is obliged to follow the bylaws of the Center, including and not only the norms of the Center's behavior.
- 2.2.4. The Participant is obliged to fully attend all meetings of the Course, including and not only the exam-type meetings.
- 2.2.5. The Participant has the right to miss the Course meeting only if there is a honorable reason, about which he/she informs the Academy in advance in writing. Otherwise, the Participant loses, and the Academy is released from the obligation to issue the Participant a certificate of completion of the Course.
- 2.2.6. In case of missing the Course with a honorable reason, the Participant is obliged to present a valid document confirming the honorable reason.
- 2.2.7. The Participant is obliged to participate in the activities/events/filmings planned by the center during the Course and at the end of the Course.
- 2.2.8. The Participant has the right to request the Academy to conduct the Course in surgery provided for in this Agreement.
- 2.2.9. The Participant confirms that he/she has familiarized himself/herself with the syllabus presented to him/her within the Course and declares that the program presented by the Academy is acceptable/satisfactory for him in all aspects.
- 2.2.10. By signing this Agreement, the Participant acknowledges that:
 - (a) within the scope of the Course, he/she may have to attend surgery, but the surgery may not start at the scheduled time, or may be delayed, regarding which the Participant does not make any complaint;



- (b) As part of the Course, he/she may have to attend an operation in which he/she will not be able to participate directly and will be limited to observing at the operating table, regarding which he/she will not make any complaint.
- (c) In case of termination of the Course for any reason, the fee paid in the Course will not be returned to him/her, regarding which he/she will not make any claim.

3. Responsibilities, Statements and Guarantees of the Parties

- 3.1. Each party to the Agreement has the right to demand from the other party the good faith performance of the obligations arising from this Agreement and the applicable legislation, and in case of violation, full compensation for the damage caused.
- 3.2. The responsibility of the Academy is excluded if the violation is caused by force majeure, the instructions of the Participant and/or a third party, or the culpable act of the Participant and/or a third party.
- 3.3. The Participant confirms that he/she has familiarized himself/herself with the syllabus presented to him/her within the Course and declares that the program presented by the Academy is acceptable/satisfactory for him/her in all aspects.
- 3.4. The Academy declares, and the Participant fully understands, that the certificate obtained within the Course does not represent a document with any legal force and/or is not equivalent to a diploma or other type of certificate issued by the educational institution, among them and not only, the Participant analyzes that the certificate issued within the present Course does not in any case create any kind of guarantee regarding the inclusion of additional and/or existing credits in any kind of educational institution.
- 3.5. The Participant declares and understands that in case of completion of the Course, the Academy does not have/does not assume any kind of obligation regarding the future development of the Participant's career and/or employment.
- 3.6. The responsibility of the Parties, which is not determined by this Agreement, is considered in accordance with the provisions of the Civil Code of Georgia.

4. Payment

- 4.1. The cost of the Course is 1250 (one thousand two hundred fifty) GEL , which the Participant will ensure to pay no later than 3 weeks after start the course.
- 4.2. The payment of the Course fee will be made through non-cash payment, after the Academy to the bank requisites with the designation "Course fee":

JSC "TBC Bank"



Bank Code: TBCBGE22
GE67TB7885445064300057
or
JSC "Bank of Georgia"
Bank code: BAGAGE22
GE55BG000000571628677

5. Force Majeure

- 5.1. Non-fulfillment of the terms of the Agreement by any of the Parties will not lead to the application of fine sanctions, if the delay in the execution of the Agreement or non-fulfillment of its obligations is the result of force majeure circumstances. "Force majeure" means circumstances beyond the Parties' control/independent of their control, which are not related to the mistakes and negligence of the Parties and which have an unforeseen character. The party must immediately send a written notification to the other party about the force majeure circumstances and their causes. If the party sending the message does not receive a written response from the other party, it continues to fulfill its obligations at its own discretion and tries to find alternative ways of fulfilling its obligations that are independent of the influence of force majeure circumstances.
- 5.2. If the force majeure circumstances continue for more than 30 (thirty) days, the Parties shall decide on the advisability of extending the Agreement.

6. Agreement Term and Termination

- 6.1. The Agreement enters into force upon signing by the Parties and is valid until the end of the Course defined by the same Agreement;
- 6.2. Due to academic retardation, systematic failure of Course meetings and/or non-fulfillment of other obligations stipulated by this Agreement by the Participant, the Academy is entitled to unilaterally terminate the Agreement at any time, based on 1 (one) day prior verbal or written warning to the Participant. In such a case, the Academy shall not be bound by 2.1 of this Agreement. Obligation to fulfill the reservations provided for in the article. In such a case, the fee paid for the Course will not be returned to the Participant.

7. Dispute Settlement

- 7.1. Disputed issues between the Parties are resolved through negotiation. The Parties will try to resolve all disagreements and disputes by Agreement in the process of direct informal negotiations;



7.2. If, within 30 (thirty) days after the start of such negotiations, the Parties are unable to resolve the disputed issue by Agreement, any party may apply to the court of Georgia in order to resolve the dispute;

8. Additional conditions

- 8.1. Every change and addition to this Agreement is valid if it is executed in writing and signed by the Parties.
- 8.2. Every issue that is not covered by this Agreement is defined in accordance with the legislation of Georgia.
- 8.3. The invalidity of any specific article/point of the Agreement does not lead to the invalidity of the Agreement.
- 8.4. The Parties do not have the right to transfer the rights and duties granted by this Agreement to a third party, except for the cases provided for in this Agreement.
- 8.5. This Agreement is drawn up in two identical copies of equal legal force in the English language, and are handed over to the Parties.

Academy

Participant

Academy of Practical Surgery LLC

I/N: 406418489

Email: Academyofpracticalsurgery@gmail.com

Director

Otari Gurtskaia

