#### Contract for the Provision of Paid Educational Services

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| **City of Tel Aviv** | «\_ »\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_  |
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**Customer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Learner," on one side,

**Service Provider:** Unitraining AM LTD, on the other side, collectively referred to as the "Parties," have entered into this contract for the provision of paid educational services (hereinafter referred to as the "Contract") on the following terms:

**1. Subject of the Contract** 1.1. In accordance with the terms and conditions specified in this Contract, the Service Provider undertakes, at the request of the Customer, to provide paid educational services for the organization and conduct of training for employees/representatives of the Customer (hereinafter referred to as the "Learner(s)") under the educational program(s) (Appendix No. 1) (hereinafter referred to as the "Services"). The Customer agrees to accept and pay for the Services.

| **No.** | **Full Name, Place of Residence, Phone number** | **Program Name** | **Type of Document Issued** | **Form of Education** | **Duration, Class Schedule** | **Cost, NIS** |
| --- | --- | --- | --- | --- | --- | --- |
| 1. |  |  |  |  |  |  |
| **Total:** |  |  |  |  |  |  |

**2. Cost of Services and Payment Procedure**

**2.1.** The total cost of educational services specified in Section 1 of this Contract is \_\_\_\_\_\_\_\_\_\_.

**2.2.** Payment for the Services is made by the Customer based on the Service Provider's invoice through the transfer of funds to the Service Provider's bank account using the link provided, in the amount specified in Section 2.1 of the Contract, as an advance payment (100% of the total cost of services) within 5 (five) business days from the date of signing this Contract.

**2.3.** The Customer's obligation to make a payment is considered fulfilled from the moment the funds are credited to the Service Provider's bank account.

**3. Rights of the Parties**

**3.1.** The Service Provider has the right to:

**3.1.1.** Independently conduct the educational process, establish assessment systems, forms, procedures, and frequency of Learners' assessments.

**3.1.2.** Apply incentives and disciplinary measures to the Learner in accordance with this Contract.

**3.1.3.** Develop the curriculum and adjust it regarding changes in the range and volume of disciplines, the order of their study under the programs implemented by the Service Provider, including the academic schedule. The Service Provider may also change the start date of service provision, provided that the Customer is notified at least 3 (three) calendar days before the start of the service provision.

**3.1.4.** Engage third parties to fulfill its obligations under the Contract for the proper organization and conduct of training. The Service Provider is responsible to the Customer for the actions of such individuals in fulfilling the Contract.

**3.1.5.** Deny Learners access to classes in case of payment arrears.

**3.1.6.** Display works produced by Learners during the training program as exhibition samples with the written consent of the Learner.

**3.1.7.** Demand compliance with the Contract.

**3.1.8.** At its discretion, issue additional assignments and materials for the Learner to study the unlearned part of the program, as well as schedule additional individual lessons for the Learner at mutually agreed times.

**3.2.** The Customer has the right to:

**3.2.1.** Receive services from the Service Provider of proper quality.

**3.2.2.** Obtain information from the Service Provider regarding the organization and provision of the services specified in Section 1 of the Contract.

**3.2.3.** In the event of the impossibility of attending classes due to a valid reason, reschedule the service provision dates considering the schedule of the Service Provider's planned groups. Rescheduling is allowed only with the submission of a copy of the supporting document. A valid reason includes temporary incapacity, confirmed by a copy of the sick leave, as well as unforeseen circumstances, excluding vacation, business trips, and similar cases known to the Customer in advance.

**4. Obligations of the Parties**

**4.1.** The Service Provider must:

**4.1.1.** Organize and ensure the quality provision of the services specified in Section 1 of this Contract. Educational services are provided in accordance with the curriculum and schedule of the Service Provider's classes. The quality of educational services depends directly on the Learner's performance, regular attendance of classes, and the absence of academic debts.

**4.1.2.** Ensure the conditions for the Learner to complete the educational program as provided by the educational program.

**4.1.3.** Reserve a place for the Learner in case of missing classes for valid reasons. Valid reasons include temporary incapacity, confirmed by a copy of the sick leave.

**4.1.4.** After the Learner has completed the program and successfully passed the final assessment (if applicable depending on the chosen program), issue a document of completion to the Learner.

**4.1.5.** If technically feasible, provide the Learner with video recordings of the educational service for the possibility of remote learning through self-study. The video recording includes the complete lecture material of the training, excluding the hours of independent work. Upon receiving the corresponding video recording, the educational service is considered fully provided by the Service Provider.

**4.2.** The Customer agrees to:

**4.2.1.** Provide the Service Provider with accurate information about each Learner before the start of the training, including: full names, contact phone numbers, email addresses, and residential addresses.

**4.2.2.** Make payment for the service in the amount, manner, and within the period specified in Section 2 of this Contract.

**4.2.3.** Ensure that the level of preparation of Learners meets the requirements set out in the chosen program. In case of discovering the lack of the necessary level of prior preparation for the chosen program during the training, the Service Provider informs the Customer within 3 (three) business days, and the Parties agree to provide the services on new terms, or the Parties terminate the Contract with reimbursement of the actual expenses incurred by the Service Provider.

**4.2.4.** Ensure the presence of Learners in classes according to the training program.

**4.2.5.** Accept the services of the Service Provider through an Act, sign, and send one copy of the specified Act to the Service Provider within 5 (five) business days from the date of receiving such Act, or within the specified period, provide the Service Provider with written motivated objections to the acceptance of the services. In case of unjustified refusal and/or evasion from accepting the services by the Customer within 10 (ten) business days after the expiration of the period specified in this paragraph, the educational services are considered properly provided by the Service Provider and accepted by the Customer in full.

**4.2.6.** Reimburse the Service Provider for damage caused to its property by the Learner, provided that the Service Provider adheres to the claim settlement procedure by submitting a claim to the Customer for reimbursement of damages.

**4.2.7.** Reimburse the Service Provider for actual expenses in case of unilateral termination of the Contract or in case of changes in conditions (including rescheduling of training dates with notification less than five business days before the start of training).

**5. Use of Materials Owned by the Service Provider, Intellectual Property Rights, Copyrights**

**5.1.** All educational and methodological materials and other materials provided belong to the Service Provider.

**5.2.** Copying of the specified materials is allowed only for the purpose of mastering the educational program for personal non-commercial use. In this case, all references to copyright and other notifications confirming rights must be preserved.

**5.3.** Re-copying, reproduction, or distribution of materials in any form is prohibited.

**5.4.** In addition to the copying indicated in clause 5.2 of the Contract, any kind of copying, demonstration, downloading, distribution, modification, reproduction, publication, or transmission of any information, texts, graphics, video and/or audio works, documents provided by the Service Provider for the training of the Learner, including those placed in the Learner's personal account, as well as any part of the specified information on any electronic media and/or printed media, as well as the creation of any derivative works based on the specified materials of the Service Provider, is possible only with the written consent of the Service Provider, clearly specifying what consent is given for.

**5.5.** The Service Provider prohibits the use of any trademarks of the Service Provider and any graphics related to the trademarks of the Service Provider without written consent.

**5.6.** The use and abuse of trademarks, as well as any other materials without the written permission of the Service Provider, are strictly prohibited and may be considered a violation of the legal rights and interests of the Service Provider, including but not limited to: legislation on the protection of intellectual property, copyright, trademarks, defamation and damage to reputation, confidentiality, and advertising.

**6. Responsibilities of the Parties. *Force Majeur.***

**6.1.** For non-performance or improper performance of obligations under this Contract, the Parties are liable in accordance with the current law of State of Israel.

**6.2.** For non-performance/timely performance of obligations under the Contract, the Party that committed the breach of performance of obligations/non-performance of obligations, at the request of the other Party, must pay a penalty in the amount of 0.1% of the value of the unfulfilled/untimely fulfilled obligations for each day of delay/non-performance, but not more than 10% of the cost of services under the respective Appendix.

**6.3.** The Parties are released from liability for partial or complete non-performance of obligations under this Contract (except for the non-payment of any previously due amount) if it is caused by *force majeure* circumstances, namely: fire, floods, earthquakes, wars, as well as prohibitive acts or other actions of government authorities and management and other circumstances beyond the control of the Parties, and if these circumstances directly affected the [fulfillment](https://context.reverso.net/%D0%BF%D0%B5%D1%80%D0%B5%D0%B2%D0%BE%D0%B4/%D0%B0%D0%BD%D0%B3%D0%BB%D0%B8%D0%B9%D1%81%D0%BA%D0%B8%D0%B9-%D1%80%D1%83%D1%81%D1%81%D0%BA%D0%B8%D0%B9/fulfillment) of this Contract.

**6.4.** The Party for which it became impossible to fulfill obligations under this Contract must notify the other Party in writing within 5 (five) working days of the occurrence and cessation of such circumstances. Certificates issued by authorized authorities will serve as evidence of *force majeure.* In case of non-compliance with this condition, the Party for which *force majeure* circumstances arose loses the right to refer to them in case of delayed performance.

In this case, the performance of obligations under this Contract is postponed for a period corresponding to the time during which such circumstances were in effect, but not more than one month.

**6.5.** If the circumstances specified in clause 6.3 of the Contract continue for more than 15 (fifteen) days, each of the Parties has the right to refuse further performance of the Contract.

**7. Procedure for Amendment and Termination of the Contract. Dispute Resolution.**

**7.1.** The conditions under which this Contract is concluded may be amended by mutual agreement of the Parties or in accordance with the law of State of Israel. All changes and additions to this Contract are valid only if made in writing and signed by authorized representatives of the Parties.

**7.2.** The Contract may be terminated by mutual agreement of the Parties, at the initiative of either Party, by court decision, as well as due to circumstances beyond the control of the Parties, including in the event of the Service Provider's liquidation.

**7.3.** The Contract may be terminated by the Service Provider unilaterally in cases of:

Establishing a violation of the admission procedure to the educational institution, leading to the illegal enrollment of the Customer and/or the Learner in this educational institution due to the fault of the Customer;

Delay in payment for the cost of paid educational services;

Inability to properly fulfill the obligation to provide paid educational services due to the actions (inaction) of the Learner;

Application of expulsion to the Learner as a disciplinary measure in case of non-compliance by the Learner with the obligations to conscientiously master the educational program and fulfill the study plan.

**7.4.** The Customer has the right to refuse to perform this Contract, provided that the Service Provider is reimbursed for the actual expenses incurred in connection with the performance of obligations under the Contract. In this case, the Customer notifies the Service Provider in writing of their intention. The Customer's refusal of the proposed paid educational services cannot be a reason for changing the scope and conditions of the educational services already provided by the Service Provider.

**7.5.** The refund of funds paid by the Customer is made only upon the written request of the Customer within a period not exceeding 15 (fifteen) working days from the date of the order for the expulsion of the Learner.

**7.6.** In case of disputes and disagreements related to the performance of this agreement, the parties will take all measures to resolve them through negotiations.

**7.7.** Pre-trial or other pre-trial dispute resolution procedures are mandatory for the Parties.

**7.8.** Claims are submitted in writing and signed by authorized representatives of the Parties.

**7.9.** The claim must contain the following information: a) Date of claim; b) Circumstances constituting the basis for the claim; evidence confirming the circumstances stated in the claim, the requirements of the claimant; c) The monetary amount of the claim with a calculation for each separate type of requirement (fact of violation); d) Contact information where the Party sending the claim wishes to receive a response to it; e) List of attached documents; f) Details for transferring funds; g) The deadline by which the Party receiving the claim must rectify the violations.

**7.10.** The claim may be submission by facsimile or electronic means, with the mandatory transmission of the claim and attached documents on paper, with an inventory and notification, or by postal mail.

**7.11.** The Party receiving the claim must send a response to the claim within 10 (ten) working days from the date of receiving the claim.

**7.12.** In case of complete or partial refusal to satisfy the claim, as well as in case of non-receipt of a response to the claim, such a dispute, after thirty calendar days from the date of sending the claim (demand), is transferred for resolution to a court at the place of performance of the Contract.

**8.Confidentiality and Personal Data Protection**

**8.1.** The Parties undertake not to disclose confidential information and not to use it, except for the purpose of fulfilling obligations under this agreement.

**8.2.** Confidential information is considered information obtained in the course of fulfilling this agreement and containing personal data and trade secrets or other legally protected secrets of the Party, or information explicitly designated by the Parties as confidential.

**8.3.** Confidential information may be provided to competent state authorities in cases and in the manner provided by the current law, which does not entail liability for its disclosure.

**8.4.** Information will not be considered confidential if there is free access to it on a legal basis and the Party that owns the information does not take necessary measures to protect its confidentiality.

**8.5.** The fact of signing and the subject of this Contract are not confidential.

**9.Term of the Contract.**

**9.1.** This Contract enters into force upon its signing by the Parties and is valid until December 31, 2024.

**10. Details and Signatures of the Parties**

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| --- | --- |
| **Customer** | **Service Provider** |
| **Customer's Name** | Unitraining AM LTD |
| **Location:** | **Location**: 6525101 Ahad Ha'Am Street 9 Tel Aviv Migdal shalom  |
|  |  | **Phone**: +972 53-4701304 | **Email:** info@unitraining.co.il |
|  | **Director** |
|  |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Andrei Masharsky** |

**Appendix No. 1 to the Contract for the Provision of Paid Educational Services**

**№ \_****\_ \_\_\_\_\_\_\_\_\_\_ 202\_**

**List of Educational Programs:**

Training Program "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" with a duration of \_\_\_ hours

| № | Topic | Hours | Cost of the Discipline (Course) |
| --- | --- | --- | --- |
| 1 |  |  | 00,00 |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| Total for the Discipline |  |

 Requirements for the Level of Preliminary Training for the Program:

|  |  |
| --- | --- |
| **Customer** | **Service Provider** |
|  |  |  |  |
|  | **Director** |
|  |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |