**LANGUAGE TRAINING CONTRACT**

**xxxxx**, personal identification code: xxxxx; residing at: xxx; telephone: xxxx; email address: xxxxx (hereinafter referred to as the ‘Student’); and:

**Integration Foundation** (hereinafter referred to as the ‘Foundation’), registry code: 90000788; address: Linda tn 2, 20309 Narva linn, Ida-Viru maakond; telephone: +372 659 9064; email address: keeleleping@integratsioon.ee; represented on the basis of the articles of association by Dmitri Moskovtsev, member of the management board;

have concluded this language training contract (hereinafter referred to as the ‘Contract’) under the following conditions:

**1. Purpose and object of the Contract:**

* 1. Pursuant to subsection 6 (3) of the Citizenship Act (hereinafter referred to as ‘KodS’), an alien who wishes to acquire Estonian citizenship must be proficient in Estonian in accordance with the requirements provided for in section 8 of KodS, which means achieving the B1 level which is specified in the Language Act.
	2. The object of the Contract is free language training which is organised by the Foundation until the Student reaches the B1 level of the Estonian language (hereinafter referred to as ‘language training’).
	3. In accordance with subsection 83 (5) of KodS, the purpose of the Contract is to enable said alien to undertake language training courses until they achieve the level of B1 in Estonian, to comply with the conditions which have been provided in subsection 1 (2) and section 6 of KodS, and to submit the application for Estonian citizenship within one year of passing the examination for the level of B1 in Estonian. Pursuant to subsection 1 (2), an Estonian citizen may not simultaneously hold the citizenship of another state without prejudice to the special rules established in section 3 of KodS.
	4. Pursuant to subsection 6 (21) of KodS, an alien who wishes to acquire Estonian citizenship must, prior to the date upon which they submit their application for Estonian citizenship, have lived in Estonia for at least eight years on the grounds of a residence permit or by right of residence, of which at least five years must have been on a permanent basis, and then in a situation as described in subsection 83 (6) of KodS, in agreement with the Foundation, they may submit an application for Estonian citizenship within three years after successfully passing the B1 level examination in Estonian.

**2. Rights and obligations of the parties:**

2.1.The Foundation undertakes the following:

2.1.1. to fulfil the terms of the Contract in accordance with the legislation of the Republic of Estonia, while carrying out the determined organisation of studies, in good faith and taking into account the principles of reasonableness;

2.1.2. to provide the Student with sufficient information regarding the organisation of studies, the possibility of receiving compensation, the reimbursement of study expenses, and compensation which may be paid to the Republic of Estonia;

2.1.3. to organise language training for the Student in accordance with the procedure which has been provided through the Contract, including the following**:**

* + - 1. to do everything reasonably possible for the Student to be able to achieve an Estonian language proficiency at the B1 proficiency level;
			2. to enable the Student to participate in language training at the following language proficiency levels: *A1- B1*;
			3. to ensure that language training takes place in  *Harjumaa / Ida-Virumaa or online.* The Foundation, or a language training provider which has been appointed by the Foundation, is to notify the Student of the exact time and place at which language training will take place at least seven (7) days before the start of the first lesson of the respective language proficiency level training.
			4. to ensure language training for the Student at each language proficiency level and to a volume of at least 160 academic hours;
		1. to pay compensation to a student who has been granted unpaid study leave for participation in language training, for one language proficiency level of up to twenty calendar days on the basis of the student’s average salary pursuant to the procedure which has been established on the basis of subsection 29 (8) of the Employment Contracts Act (hereinafter referred to as the ‘Compensation’). The maximum calculated value for Compensation is the average annual gross monthly salary in Estonia as last published by Statistics Estonia;
		2. not to charge the Student for the organisation of their language training or in terms of managing the Contract;
		3. upon the cancellation of the Contract for any of the reasons which are specified in clause 4.4.1 of the Contract, or upon the cancellation of the Contract by the Student without valid reason, to issue the Student a notice for the reimbursement of their study expenses;
		4. to inform the Student of any changes to the contact details which have been specified in the Contract.
	1. **The Foundation has the right to carry out the following actions:**
		1. to require the Student to fulfil the terms of the Contract;
		2. to determine the exact time, place, and manner in which language training will be provided, including the organisation of studies and the curriculum. Any change in the organisation of studies does not give the Student the right to cancel the Contract;
		3. to order the provision of language training services by a language training provider, while remaining responsible to the Student for the fulfilment of the Contract. If language training is ordered from a language training provider then the exact time, place, and manner in which language training will be provided, including the organisation of studies, may be determined by the language training provider;
		4. to release the Student from the obligation to reimburse the Republic of Estonia for their language training expenses and the Compensation paid to the Student if the Student was unable to fulfil the terms of the Contract for a valid reason;
		5. to decide if there was a valid reason for the Student’s absence from their language training course;
		6. to check the Student’s compliance with the conditions under which a language training contract is to be concluded as provided for in section 83 of KodS;
		7. to process or to allow the language training provider to process the Student’s personal details for the purposes of the fulfilment of this Contract;
		8. to exercise the rights which arise from the Contract, national legislation, and the internal legislation of the Foundation.
	2. **The Student undertakes to carry out the following actions:**
		1. to fulfil the terms of the Contract in accordance with the legislation of the Republic of Estonia, at a time and place and in a manner determined by the Contract and in good faith, and taking into account the principles of reasonableness;
		2. to comply with orders which have been established by the Foundation or by the language training provider which has been appointed by it, and which orders are supplied for the purpose of the fulfilment of the Contract;
		3. to undertake the language training course until the B1 level of Estonian language proficiency is achieved, and do everything reasonably possible in order to achieve the B1 proficiency level of Estonian,
		4. to meet the conditions for acquiring Estonian citizenship which have been provided for in subsection 1 (2) and section 6 of KodS, and to submit an application for Estonian citizenship within one year after passing the B1 level examination of the Estonian language.
		5. upon the cancellation of the Contract by the Foundation or upon the cancellation of the Contract by the Student without a valid reason, to provide reimbursement for language training costs and pay compensation to the Republic of Estonia on the basis of the issuance of a notification which shows the full costs involved in terms of study expenses which must be repaid. The Student must request the cancellation in writing and the application must state the valid reason for cancellation. The reason for cancellation must be duly substantiated;
		6. when it becomes apparent that they have not complied with the conditions under which a language training contract should be concluded as specified in section 83 of KodS at the time the Contract was concluded or during the performance of the Contract, to inform the Foundation thereof;
		7. to inform the Foundation or the language training provider of the reason which prevents the Student from participating in language training, and at least three working days prior to being absent or as soon as possible if such an absence is caused by a reason which could not have been foreseen (such as unforeseen illness);
		8. to inform the Foundation of the submission of the application for Estonian citizenship;
		9. to inform the Foundation of any changes in the contact details which have been specified in the Contract.
	3. **The Student has the right to carry out the following actions**
		1. to exercise those rights which arise from the Contract, national legislation, and the internal legislation of the Foundation;
		2. if a language student has successfully passed the B1 level exam in Estonian language training but has not lived in Estonia on the basis of a residence permit or the right of residence and for a period of at least eight years prior to the date upon which they applied for Estonian citizenship, of which at least five years should have been spent in the country on a permanent basis, the language student has the right to apply to the Foundation for approval to be able to apply for Estonian citizenship within three years after successfully passing the B1 level examination in Estonian.
		3. in the case of students who receive unpaid study leave so that they can participate in language training, they should receive Compensation from the Foundation for one language proficiency level for up to twenty calendar days on the basis of the student’s average salary pursuant to the procedure which has been established on the basis of subsection 29 (8) of the Employment Contracts Act. The maximum calculated value of any such Compensation is the average annual gross monthly salary in Estonia as last published by Statistics Estonia;

**3. Payment of Compensation:**

3.1. In order to receive Compensation, the Student will submit an application to the Foundation in accordance with the form set out in Annex 1 to this Contract which includes, among other things, confirmation from the Student’s employer of the amount of remuneration which is owed to the Student and that unpaid study leave is to be granted to that Student. The application must be signed by the Student and their employer.

3.2. Compensation is to be paid no later than in the month following the start of unpaid study leave and participation in a language training course, to the value and under the conditions which have been prescribed in the Contract, but no earlier than within ten working days of the submission of an application which meets the conditions which have been specified in clause 3.1 of the Contract.

**4. Contract validity and expiry:**

* 1. The Contract enters into force upon its being signed.
	2. The Contract expires upon the proper fulfilment of its contractual obligations by the parties, upon the extraordinary cancellation of the Contract, upon the termination of the Contract by agreement by the parties, or in the event of the death of the Student.
	3. A party does not have the right to ordinarily cancel the Contract unless such a right arises explicitly from the legislation of the Republic of Estonia.
	4. A party has the right to extraordinary cancel the Contract if, when taking into account all of the available circumstances, it cannot be expected that the party which is responsible for cancelling the Contract will continue to fulfil the terms of the Contract right up to the end of the expected fulfilment of contractual obligations.
		1. The Foundation has the right to extraordinarily cancel the Contract under the following circumstances:

4.4.1.1. if the Student has been absent for at least 25% of the training with valid reason;

4.4.1.2. if, at the time at which the Contract was concluded or during the performance of the Contract, the Student has failed to comply with the conditions under which a language training contract should be concluded as specified in section 83 of KodS;

4.4.1.3. due to the Student’s lack of progress, including cases in which the Student fails to successfully pass an assessment, exam, or other form of assessment, after repeated attempts, or does not submit homework on time;

4.4.2. the Student has the right to extraordinarily cancel the Contract if there are valid reasons for not performing the contractual obligations.

* 1. The Contract may be terminated at any time on terms which can be agreed by both parties.
	2. Notification of any cancellation of the Contract must be provided in writing to the other party.
1. **Final provisions**
	1. By concluding this Contract, the Student confirms that they meet the conditions for concluding a language training contract as specified in section 83 of KodS, and hereby grant permission to the Foundation and the language training provider to process their personal data for the purpose of fulfilling the terms of the Contract.
	2. This Contract may be amended by a written agreement between the parties.
	3. The provisions of the ‘Law of Obligations Act’ concerning authorisation agreements apply to this Contract.
	4. Formal information exchange (notifications) are sent to the Student’s email address xxxx, as well as to the Foundation’s email address: keeleleping@integratsioon.ee, and any such notification shall be deemed to have been delivered after one (1) working day has elapsed from the point at which the email was sent.
	5. When resolving issues which have not been regulated in the Contract, the current legislation which is in force in Estonia and that which is in force within the Foundation is to be followed.
	6. The parties shall endeavour to settle any disagreements which may arise from this Contract through negotiation. If no agreement can be reached, the parties have the right to apply to Harju County Court for redress.

(digitally signed) (digitally signed)

Dmitri Moskovtsev