

COOPERATION AGREEMENT № 51 - BM3

Lutsk

« 06 » 11 2018 .

Lutsk National Technical University (hereinafter referred to as University), in the person of the Rector Petro Savchuk, acting on the basis of Statute of the one part, and "Agence Mobembo", (hereinafter referred to as Agency) in the person of Director Boumpoutou Loukalou Parisse De Dorian acting on the basis of Notice of registration of the other part (jointly referred to as Parties) concluded the present Agreement as follows:

ARTICLE 1. SUBJECT OF THE AGREEMENT

1.1. Subject of the Agreement is a collaboration in the organization of recruitment of foreign citizens or stateless people to training at the University.

1.2. In cooperation hereunder:

1.2.1. Agency undertakes to organize and conduct an advertising campaign in support of the University and makes the selection of foreigners hereinafter referred to as "students" on the territory of foreign countries to further their training at the University in accordance with legislation of Ukraine.

1.2.2. The University undertakes to organize training courses in Ukrainian or English (some specialties) languages for foreign citizens sent by the Agency and selected by the University with the aim of Ukrainian language training or receiving higher education on the curriculum and programs approved by the University.

1.2.3. Study programmes are fully lectured in English language if the group of at least 5 people on one specialty is formed.

ARTICLE 2. RIGHTS AND OBLIGATIONS OF AGENCY

2.1. Agency undertakes:

2.1.1. To organise the promotion of the University in print and electronic media and special publications and catalogues on the basis of the information provided by the University.

2.1.2. To provide pre-selection and arrange appropriate documents of persons sent for training at Lutsk NTU and fulfilling all the necessary requirements for education and medical examination imposed by the University.

2.1.3. To provide the University with the following documents of each candidate according to the Order of the Ministry of Education and Science of Ukraine № 1541 "Some issues of organization of selection and studying (internship) of foreigners and stateless people" (with changes and amendments) from 11.01.2013:

- 1) the original and copy of certificate of education with grades obtained;
- 2) the original and a copy of diploma supplement or transcript of records;
- 3) a copy of the passport of a foreigner;
- 4) health insurance, if nothing other is stipulated by the international Ukrainian agreements;

5) 4 photos (3x4) and 4 photos (3,5x4,5) on matte paper.

Certified translations into Ukrainian language must be made of the documents referred to 1 – 3 of this paragraph.

The documents must be certified with an Apostille by the competent institution in the country where the documents were issued and legalized by the relevant foreign diplomatic institutions of Ukraine, if nothing other is stipulated by the international Ukrainian agreements.

2.1.4. To explain for foreign applicants the procedures and conditions of studying at the University, the contract of studying as well as the main regulations of the legislation of Ukraine regulating issues and policies in its territory, according to the data provided by the University.

2.1.5. Agency guarantees that foreigners sent to Ukraine commit themselves to respect the Constitution of Ukraine, Ukrainian law, the regulations of foreigners' residence and moving on the territory of Ukraine, as well as to meet the requirements, stipulated by the Order of the Ministry of Education and Science of Ukraine № 1541 "Some issues of organization of enrolment and training (internship) of foreigners and stateless people" from 11.01.2013, internal regulations of Lutsk NTU and dormitories.

2.1.6. To ensure that the student has health insurance for providing medical care. If the student has acquired the insurance contract without compensation, to ensure the return of foreigners to their homeland in case of illness or death.

2.2. Agency has the rights:

2.2.1. To use the official logo and the name of the University, exclusively for promotion.

ARTICLE 3. RIGHTS AND OBLIGATIONS OF UNIVERSITY

3.1. The University undertakes:

3.1.1. To carry on the training courses in Ukrainian or English languages according to agreement concluded on the curriculum and programs approved by the University. If necessary, Lutsk NTU trains students on their own Preparatory Department to obtain knowledge sufficient to study at the University in Ukrainian language and special studying for proper training in the chosen specialty at the University.

3.1.2. To issue the student a diploma of higher education in case of successful completion of curriculum and training programs, passing the state exams and / or thesis defence.

3.1.3. In terms of a separate agreement with the student, if necessary, to provide him with accommodation at the dormitory with all the necessities and utilities for the whole period of studying. At the termination of learning agreement student has no rights to live in a dormitory.

3.1.4. To give students the opportunity to use reading halls of the library, sport centre and sports equipment.

3.1.5. To provide visa support for candidates.

3.1.6. To assist in providing medical services to students on common terms.

3.2. University has the rights:

3.2.1. To determine the terms of Study Contracts, Preparatory course study contracts and Accommodation Agreement.

3.2.2. To receive a tuition fee in the amount and on conditions stipulated by Study Contracts.

3.2.3. Do not issue an Invitation for Study in case of receiving false information and presentation of a passport with validation period less than 2 years after the date of intended studying at the University.

ARTICLE 4. PROPERTY RELATIONS BETWEEN THE PARTIES

4.1. This agreement does not contain any financial obligations of the parties for services delivered. Financial liabilities between the student and the University are determined by individual contracts.

ARTICLE 5. SPECIAL TERMS

5.1. During his stay in Ukraine student enrolled with the help of the Agency, must comply with the laws of Ukraine, Ukrainian customs rules, Statute and other regulations of the University, including internal regulations, rules of the accommodation etc.

5.2. Student is responsible for keeping and caring out of the property in the dormitory provided by the University for student accommodation, and in case of damage is obliged to compensate Lutsk NTU its value.

5.3. The University is under no obligation and liability for the Agency's obligations to the third parties, including financial issues not covered by this Agreement.

5.4. Agency is under no obligation and liability for the obligations of the University to the third parties, including financial issues not covered by this Agreement.

ARTICLE 6. TERMINATION OF STUDY

6.1. Termination of study occurs through the expiry of the terms of study, if there is no circumstances for early termination.

6.2. Early termination of study is possible on the grounds and in the manner foreseen by the Study Contract. In this case, the right to live in a student dormitory stops.

6.3. In case of early termination the amount of tuition fee paid is not refunded if the student has started studying. Lutsk NTU issues the student documents proving courses passed.

6.4. If the Agency is applying for renewal of the student expelled from the University, the parties may stipulate additional conditions for possible renewal of student to continue study.

ARTICLE 7. FORCE-MAJEURE CIRCUMSTANCES

7.1. The Parties are not liable under this Agreement, if the obligations were not fulfilled due to force majeure, natural disasters, strikes, war, and when parties are exempt from liability according to international agreements or rules of national law.

7.2. Party for which the obligations become impossible should immediately notify the other Party of the beginning, expected duration and termination of the obligations

mentioned above. When non-compliance with this obligation occurs, the party, which has not received notifications, can claim compensation because of damages.

ARTICLE 8. RESPONSIBILITY OF THE PARTIES

8.1. Parties are responsible for non-fulfilment of the Agreement terms by the laws of Ukraine.

8.2. All disputes, related to implementation of terms of the Agreement, are settled by negotiations, in the case of not achievement of consent – in the order, foreseen by a current legislation.

8.3. If the dispute cannot be resolved in this way, it can be solved in the Economic Court of Ukraine with the use of procedural law Ukraine on the suit of a party.

ARTICLE 9. AGREEMENT TERM

9.1. The Agreement comes into force from the moment of its signing by both Parties and remains valid for five (5) years in case if none of the Parties declares in written form about the wish to terminate this Agreement, then the Agreement is automatically extended for the next five (5) years term.

9.2. After the signing of this Agreement the conditions of previous negotiations and correspondence are cancelled.

ARTICLE 10. OTHER TERMS AND CONDITIONS

10.1. The Parties shall fulfill their obligations due hereunder in the most effective way and undertake to respect the interests of each other and provide them to the third parties.

10.2. According to the Law of Ukraine "On Personal Data Protection" Parties are obliged to take all necessary measures to ensure the confidentiality of information of a commercial or official secret, disclosure of which could harm the interests of the Parties.

10.3. Any changes and annexes to this Agreement are considered valid when they are added in writing and signed by the authorized representatives of both Parties.

10.4. Amendments and updates to this Agreement are valid only if signed by both parties.

10.5. This Agreement is executed and signed in two copies in English and Ukrainian being of equal legal force.

ARTICLE 11. LEGAL ADDRESSES OF THE PARTIES

University:

Lutsk National Technical University
Lvivska str.,75
Lutsk
43018,

UKRAINE
RECTOR PETRO SAVCHUK

Signature/Stamp



Agency:

“Agence Mobembo”
N.I.N.E.A 006847696, issued 05/16/2018
Dakar, Cité El Hadj Malick Sy 206,
Ouakam

THE REPUBLIC OF SENEGAL
BOUMPOUTOU LOUKALOU PARISSÉ
DE DORIAN (Passport No OA0024470

Signature/Stamp

