

Lutsk National Technical University (hereinafter referred to as University), in the person of the Rector Iryna VAKHOVYCH, acting on the basis of Statute of the one part and Hangzhou Dingying Foreign Educational Services Co.,Ltd., (hereinafter referred to as Executor), in the person of Director CHEN Minglei of the other part (jointly referred to as Parties) concluded the present Agreement as follows:

1. SUBJECT OF THE AGREEMENT

1.1. Subject of the Agreement is a collaboration in the organization of studying of foreigners or stateless persons at the University.

1.2. In cooperation hereunder:

1.2.1. The University undertakes to organize training in Ukrainian and English (in some specialities) for students recruited by the Executor at the preparatory courses and main faculties to obtain higher education according to curricula and programs approved by University in the chosen speciality.

1.2.2. Executor undertakes to organize and conduct an advertising campaign in support of the University and recruit foreign citizens, hereinafter referred to as "Students", in foreign countries to further their full-time, part-time, or remote studies at the University following the Ukrainian law.

1.2.3. In case of remote enrolment Executor undertakes to provide services in personal identification, verification of entrants' original documents, organization of application reception for entrants in electronic form, provision of premises and technical means for consultations and entrance examinations by University in remote format.

1.2.4. Teaching students in English is provided if a group of at least 5 persons on one speciality is formed.

2. RIGHTS AND OBLIGATIONS OF EXECUTOR

2.1. Executor undertakes:

2.1.1. To organise the advertising to support the University in print and electronic media and special publications and catalogues based on information provided by the University.

2.1.2. To ensure pre-selection of entrants and submit for consideration to the University their documents provided by the Decree of the Ministry of Education and Science of Ukraine from 01.11.2013 № 1541 "Some issues of recruitment and training (internship) of foreigners and stateless persons" (as amended by the Decree of the Ministry of Education and Science of Ukraine from December 11, 2015, № 1272) from each of the entrants, in particular:

- 1) a document (original and its copy) on the previously obtained educational (educational-qualification) level, based on which the enrolment is made;
- 2) the supplement (original and its copy) to the document on the previously obtained educational (educational-qualification) level, based on which the entry is made;
- 3) a copy of a passport document of a foreigner or a document certifying a stateless person;
- 4) health insurance policy, unless otherwise provided by international agreements of Ukraine;
- 5) 4 photographs (30 x 40 mm).

The documents referred to 1-3 of this paragraph must be translated into Ukrainian with a notarized translation.

The documents referred to 1-2 of this paragraph must be certified in the country of issue in the manner officially used in that country for such certification, and legalized by the relevant foreign institution of Ukraine, unless otherwise provided by international agreements of Ukraine.

If the student has purchased a contract without insurance compensation, Executor must ensure the return of foreigners to the homeland in case of illness or death.

2.1.3. Executor is a guarantor of foreign citizens recruited to the University on the obligations to respect the Constitution of Ukraine, abide by Ukrainian laws, comply with the rules of residence and movement established for foreigners in Ukraine, and the terms of the contract of study, as well as meet the requirements of the Decree the Ministry of Education and Science of Ukraine from 01.11.2013 №

1541 "Some issues of organization of recruitment and training (internship) of foreigners and stateless persons", the rules of procedure of LNTU and dormitory.

2.2. In case of remote enrolment, the Executor should meet the following requirements:

2.2.1. To provide the appropriate area of premises for remote submission of documents, consultations and entrance tests to the established norms of quarantine restrictions in the country where recruitment is carried out.

2.2.2. To provide entrants with personal protective means.

2.2.3. To ensure the procedure of entrants' identification using facial recognition technologies, which includes verification of personal data (surname, name and patronymic (if available), biometric data and their verification with the official (state) database).

2.2.4. To ensure control of compliance with the requirements of integrity during the entrance exam.

2.2.5. To provide places to store entrants' phones, tablets and other electronic devices confiscated during the entrance examination.

2.2.6. To provide a device for suppressing cellular and Internet networks.

2.2.7. To ensure video surveillance around the perimeter of the auditorium where the entrance exam for foreigners takes place by installing at least two video cameras.

2.2.8. To provide technical equipment for video communication with the examination commission of the University in real time (computer, video camera, microphone, TV or projector with screen).

2.2.9. To ensure the presence of at least two employees in the auditorium to monitor compliance with the requirements of academic integrity and technical support during the entrance exams.

2.2.10. To provide all entrants with individual computers connected to the online platform of the University through which the entrance exam will take place.

2.2.11. To provide consultations and training before the entrance exam for foreigners.

2.2.12. To ensure video recording of the entrance exam, transfer of video material to the University through the online platform, storage of information and video materials after the entrance exam for foreigners for five years.

2.2.13. The organization of the Executor must also be entered into the official state register of the host country, be a taxpayer and have no debts to the host country.

2.2.14. It is preferable for the leadership of the organization of Executor to have higher education and experience in the field of education and to be a resident of the host country.

2.3. Executor has the rights:

2.3.1. To use the official logo and the name of the University, exclusively for advertising to support the University.

3. RIGHTS AND OBLIGATIONS OF UNIVERSITY

3.1. The University undertakes:

3.1.1. To carry out, according to the concluded study agreements, training of students in Ukrainian and English (in some specialities) based on the approved curricula and programs. If necessary, University offers paid language training courses to students to provide them with sufficient knowledge to study at the University in Ukrainian.

3.1.2. To issue the student a Diploma of the state standard of higher education indicating the obtained qualification in case of the student's successful implementation of the curriculum and study programs, passing state exams and/or defending the thesis.

3.1.3. Under the 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. Upon termination of the study agreement, the right of students to live in the dormitory is terminated from that moment.

3.1.4. To give the student the right to use the reading rooms of the library, cultural and sports centres and sports equipment.

3.1.5. To assist in obtaining study visas for training at University.

3.1.6. To assist in providing medical care to students on general terms

3.2. University has the rights:

3.2.1. Independently determine the terms of the Study contracts, training on language training courses, and accommodation.

3.2.2. To receive tuition fees in the amount and on the terms stipulated by the Study contract between the University and the student.

3.2.3. Do not issue an Invitation for Study in case of receiving false information and presentation of a passport with a validation period less than 1 year after the date of intended studying at the University.

3.2.4. To conduct an inspection of the organization of Executor in order to determine the technical and legal compliance of the organization with the requirements of this Agreement. The form of such an inspection shall be determined by LNTU, of which the organization of Executor shall be informed in advance.

3.2.5. To terminate the agreement unilaterally in case of non-compliance or violation of the terms of this Agreement by Executor.

4. PROPERTY RELATIONS BETWEEN THE PARTIES

4.1. This agreement does not contain any financial obligations between the parties for the provided services.

4.2. The financial obligations for the provided services between the students and the University are determined by separate Study contracts.

4.3. The financial obligations for the provided services between the students and the Executor are determined by separate agreements.

5. SPECIAL TERMS

5.1. During staying in Ukraine, students admitted to study through the Executor must comply with the laws of Ukraine, customs rules of Ukraine, the Statute and other regulatory requirements existing at the University, including internal regulations and rules of living in dormitories, etc.

5.2. The student is personally responsible for the preservation and integrity of the property in the dormitory provided by the University for the student's residence, and in case of damage must reimburse LNTU for its value.

5.3. The University does not have any obligations and responsibilities for the obligations of the Executor to third parties, including financial issues not provided for in this Agreement.

5.4. The Executor is not responsible for the obligations of the University to third parties, including financial issues not provided for in this agreement.

6. TERMINATION OF STUDY

6.1. Termination of the student's study occurs in connection with the expiration of the set period of study if there are no circumstances for early termination of the study.

6.2. Early termination of training is possible on the basis and in the manner prescribed by the Study contract. In this case, the right of students to stay in the dormitory is terminated.

6.3. In the case of early termination of studies, the amount paid for previous periods of study will not be refunded if the student has started studying. The University issues to the student duly executed documents confirming the completed course of study.

6.4. If the Executor requests the renewal of the student expelled from the University, the Parties may specify additional conditions for the possible renewal of the student for continuation and completion of studies.

7. FORCE-MAJEURE CIRCUMSTANCES

7.1. The Parties shall be released from liability under this Agreement if the failure to fulfil obligations is due to force majeure, natural disasters, strikes, war, as well as in cases where the Parties are released from liability following international treaties or national law.

7.2. The Party for which it has become impossible to fulfil the obligations shall immediately notify the other Party of the commencement, expected duration and termination of the above obligations. When non-compliance with this obligation occurs, the party, which has not received notifications, can claim compensation because of damages.

8. RESPONSIBILITY OF THE PARTIES

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

8.2. The Parties shall take all necessary measures to resolve any disputes and disagreements that may arise during the implementation of this Agreement through personal negotiations by applicable law.

8.3. If it is impossible to resolve the dispute in this way, it shall be considered in the Commercial Court of Ukraine with the application of the rules of the procedural law of Ukraine at the request of one of the Parties.

9. CONFIDENTIALITY

9.1. The Parties are obliged to:

9.1.1. Not disclose in any way confidential information about foreigners to any other natural or legal person, enterprise, organization or institution, and not use such confidential information for their own benefit and/or for the benefit of other natural and/or legal entities without prior written permission of the relevant Party for such disclosure.

9.1.2. Properly store confidential information about foreigners obtained by LNTU and Executor in order to avoid its disclosure or use by any other natural or legal person, enterprise, organization or institution.

9.1.3. Determine the list of representatives who have the right to access confidential information on foreigners and provide a written list of such representatives to the relevant Party. Make representatives personally responsible for non-compliance with the use or disclosure of confidential information, and ensure that they sign a written commitment to keep secret the data that constitutes confidential information.

9.1.4. Be responsible for improper use or disclosure of confidential information about foreigners by any of its representatives in accordance with the current legislation of Ukraine, the host country of the organization of Executor and the provisions of this Agreement.

9.1.5. Take all appropriate measures to protect the confidential information about foreigners, not disclose it in any way, not pass it on to third parties and protect it from encroachment, and in case of threat of such encroachment to notify the Party immediately.

9.1.6. Not take any action that may lead to unauthorized access to confidential information about foreigners by third parties and to not use confidential information for any purpose other than as provided by the Agreement and/or additional agreements, which form an integral part of this Agreement, and by decisions the Parties.

9.1.7. Not transfer the rights and obligations under this Agreement to third parties, as well as not to delegate the performance of certain functions using confidential information about foreigners to third parties without the prior written consent of the relevant Party.

10. AGREEMENT TERM

10.1. 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 writing form the wish to terminate this Agreement, then the Agreement is automatically extended for the next five (5) years term.

10.2. After signing this Agreement, all conditions of preliminary negotiations and correspondence shall cease to apply.

11. OTHER TERMS AND CONDITIONS

11.1. The Parties shall fulfil their obligations under this Agreement in the most efficient manner and undertake to respect each other's interests and secure them before third parties.

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

11.3. Any changes and additions to this Agreement shall be considered valid if they are made in writing and signed by authorized representatives of both Parties.

11.4. Additional agreements and protocols may amend and supplement this Agreement subject to signature by both Parties.

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

12. LEGAL ADDRESSES AND DETAILS OF THE PARTIES

University:

Lutsk National Technical University
Lvivska street, 75
Lutsk
43018
UKRAINE

Rector:

Iryna VAKHOVYCH

Signature/Stamp



Executor:

Hangzhou Dingying Foreign Educational
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Huaxing,building A,building 4,room 415
310013, Hangzhou,China

Director:

CHEN Mingler

Signature/Stamp

