

COOPERATION AGREEMENT

191/380

Lutsk

« 07 » 10 2016 .

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 DJELLOUL ABDERRAOUF, (hereinafter referred to as Executor), in the person of Director _____ 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 foreign citizens or stateless people at the University.

1.2. In cooperation hereunder:

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

1.2.2. The University undertakes to organize training courses in Ukrainian or Russian or English (some courses) languages on the curriculum and programs approved by the University at the Preparatory Department and at the basic faculties in order to receive higher education on a reimbursable basis.

1.2.3. Teaching students in English is provided if the group of at least 15 people on one specialty 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 catalogs on the basis of information provided by the University.

2.1.2. To provide pre-selection and arrange appropriate documents aimed at studying at Lutsk NTU with necessary requirements for education and medical examination imposed by the University.

2.1.3. 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 to provide the University with the following documents of each candidate:

- 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.

The documents referred to 1 – 3 of this paragraph shall be translated into Ukrainian language with notarized translations.

The documents must be certified by Apostille stamp 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 candidates 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. Executor guarantees that foreigners, sent to Ukraine, undertake to respect the Constitution of Ukraine, comply with Ukrainian laws, comply with the rules for foreign residence and movement on the territory of Ukraine, as well as meet the requirements stipulated by the 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" from 11.01.2013, and internal regulations rules of Lutsk NTU and dormitory.

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. Executor has the rights:

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

3. RIGHTS AND OBLIGATIONS OF UNIVERSITY

3.1. The University undertakes:

3.1.1. To carry on the training courses in Ukrainian or Russian or English (some courses) languages on the curriculum and programs approved by the University on compensation base. If necessary, Lutsk NTU trains students on their own Preparatory Department to obtain their knowledge sufficient to study at the University in Russian or Ukrainian languages 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 defence of the thesis.

3.1.3. In terms of a separate agreement with the student, if necessary, to provide him with accomodation 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 library-reading halls, sport center and sports equipment.

3.1.5. Provide visa support for candidates.

3.1.6. Assists in providing medical services to students.

3.2. University has the rights:

3.2.1. To determine the terms of Learning Agreements and Accommodation Forms.

3.2.2. Receive a tuition fee in the amount and on conditions stipulated by Learning Agreement.

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.

4. PROPERTY RELATIONS BETWEEN THE PARTIES

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

5. SPECIAL TERMS

5.1. During his stay in Ukraine Student, accepted to study with the help of the Executor, 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 to compensate Lutsk NTU its value.

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

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6. TERMINATION OF STUDY

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

6.2. Premature termination of study is possible on the grounds and in the manner prescribed by the Learning Agreement. In this case, the right to live in a student dormitory stops.

6.3. In the case of premature termination of study the amount of tuition fee paid in the past is not returned if the student has started studying. Lutsk NTU issues the student documents proving passed courses.

6.4. If the Executor is petitioning for renewal of the student who was expelled from the university, the parties may stipulate additional conditions for possible renewal of student to continue study.

7. FORCE-MAJEURE CIRCUMSTANCES

7.1. The Parties shall not be liable under this Agreement, if the obligations were not done 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, must immediately notify the other Party of the beginning, expected duration and termination of the above obligations. When non-compliance with this obligation, the party, which has not received notifications, can claim compensation because of damages.

8. RESPONSIBILITY OF THE PARTIES

8.1. Parties are responsible for non-fulfillment 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 can not be resolved in this way, it can be reviewed in the Economic Court of Ukraine with the use of procedural law Ukraine on the suit of a party.

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 writing 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 canceled.

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

10.4. This Agreement is executed in two copies in English or Ukrainian being of equal legal force.

11. LEGAL ADDRESSES OF THE PARTIES

University:

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

Executor:

Rector:

Petro Savchuk

Signature/Stamp



Abderrauof Dzhelloul

2. RIGHTS AND OBLIGATIONS OF EXECUTOR

2.1. Executor undertakes:

2.1.1. To organize the advertising to support the University in print and electronic media and special publications and catalogs on the basis of information provided by the University.

2.1.2. To provide pre-selection and arrange appropriate itineraries aimed at studying at Lutsk NTU with necessary requirements for education and medical examinations imposed by the University.

2.1.3. 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 to provide the University with the following documents of each candidate:

- 1) the original and copy of certificate of education with grades obtained;
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