

City of Kharkiv

August 31, 2023

National Technical University “KhPI”, hereinafter referred to as the UNIVERSITY in the person of pro-rector Khrypunov Gennadiy Semenovych acting on the grounds of the Power of Attorney No 66-06/1 of 04.01.2023 and an LLC **“Univer 5 plus”** , hereinafter referred to as the Company 1 in the person of director Shepotko Yevhenii Mykolayovych acting on the grounds of the Excerpt, **Petronas Carigali Turkmenistan Sdn Bhd** hereinafter referred to as the Company 2 in the person of Legal representative Artykov Begench acting on the law have concluded this Contract to the effect that:

1. SUBJECT OF THE CONTRACT

According to the provisions of this Contract, the University shall assume an obligation to enroll remotely the students from the Turkmenistan for the distance learning and invite them for the education at the UNIVERSITY through the COMPANY 1 and the COMPANY 2 shall provide the services for them relating to the identification of an enrollee, verification of original documents of the enrollees, organize the reception of e-applications and provide the premises and technical facilities for the remote consultations and exams passed to enter the UNIVERSITY*.

2. OBLIGATIONS AND RIGHTS OF THE UNIVERSITY

In order to fulfill the provisions specified in item 1 of this Contract the UNIVERSITY shall assume an obligation to provide the following:

- providing an opportunity for the students from the Turkmenistan that received the invitation for education registered in the computer-aided system “Electronic Log” of the authorized Governmental Organization of the Ministry of Education and Science of Ukraine and that were provided a scope of services relating to the information and consultation assistance and got a visa to enter Ukraine for educational purposes and to take exams,
- giving remote consultations for the citizens of the Turkmenistan to pass the exams,
- matriculate the citizens of the Turkmenistan that passed successfully their selection examinations for the purpose of further education.

The UNIVERSITY is entitled to check and audit the COMPANY 2 to verify the technical and legal compliance of the COMPANY 2 with the provisions of this Contract. The type of such verification shall be defined by the UNIVERSITY and the Company 2 shall be informed in advance thereof.

The UNIVERSITY is entitled to terminate this Contract unilaterally in the case of failure to fulfill the provision of this Contract or violation of the provisions of this Contract by the COMPANY 2.

3. OBLIGATIONS AND RIGHTS OF THE COMPANY 1

In order to fulfill the provisions specified in the item 1 of this Contract the Company 1 shall assume an obligation to provide the following:

- taking all possible profession-oriented measures to engage the citizens of the Turkmenistan in the studies at the UNIVERSITY,
- providing the enrollment committee of the UNIVERSITY with the copies of the documents of the students from the Turkmenistan submitted to invite them for the education;
- ensuring the receipt of the invitation for the education by the citizens of the Turkmenistan;
- rendering assistance to the citizens of the Turkmenistan in getting informational support and consulting aid of the authorized governmental organization of the Ministry of Education and Science of Ukraine,
- providing the payment for the education in the amount specified in the officially approved education price- list for foreign citizens studying at the University throughout the academic year of 2023 to 2024.
- providing the payment for appropriate services and the copies of the documents of the students from the Turkmenistan required to forward these to the subsidiary company “The Information and Image Center” for the nostrification of the documents relating to the previous education.

4. OBLIGATIONS AND RIGHTS OF THE COMPANY 2

In order to fulfill the provisions specified in the item 1 of this Contract the Company 2 shall assume an obligation to provide the following:

- providing an appropriate space area for the remote filing of the documents, giving consultations and taking selection exams according to the norms of quarantine limitations specified by the Turkmenistan,
- providing individual protection aids for enrolled students;
- providing the identification procedure for enrolled students using the face identification technology including the

verification of the personal data (surname, name and patronymic (if appropriate), biometric data and their verification in the official (governmental) database;

- providing the verification of the observance of the requirements of academic integrity during taking the selection exams,
- providing the space for the safekeeping of mobile telephones, PCs and tablet computers and /or other electronic gadgets temporarily confiscated during the tests.
- providing the Internet and/or wireless communication suppression devices;
- providing video surveillance along the perimeter of the auditorium or class intended for selection exams by arranging at least two video cameras,
- providing technical facilities for the video communication with the Examining Board of the University in the real time (computer, video camera, microphone, TV-set, or projector with the screen).
- providing the availability of at least two supervisors in the auditorium to check the respect of the academic integrity and technical maintenance during the selection exams taken by the foreigners,
- providing all the enrollees with individual computers connected to the online platform of the University arranged for the selection exams taken by the foreigners,
- providing consultations and practice exams prior to the selection exams for foreign students to familiarize them with the rules of the remote examination worked out to take and use the on-line platform;
- providing video recording of the entrance examination and transfer of the video materials to the University via the on-line platform including the storage of information and video materials throughout the period of 5 years after the entrance examination of the foreigners,

Company 2 must be the resident of the Turkmenistan.

Company 2 should be entered to the official governmental register of the country of its seat; it should be the tax payer that has no indebtedness before the Turkmenistan.

The expenditures of the Company 2 shall be compensated by the enrollee according to the provisions of the Contract concluded between the enrollee and the Company 2.

5. RESPONSIBILITIES OF THE PARTIES

The Parties under this Contract shall bear the responsibility according to the current legislation of Ukraine.

The Parties are indemnified for partial or full failure to fulfill the obligations assumed under this Contract if this failure is the consequence of the force-majeure circumstances confirmed by the governmental authorities of Ukraine.

6. TERMINATION OF THE CONTRACT

The validity of this Contract shall be terminated

- on the expiry of the specified validity period of this Contract,
- on the agreement of the Parties
- unilaterally in the case of failure to fulfill the provisions of this contract after the expiry of one month period from the date of notification by the concerned Party,
- when the fulfillment of the obligations by the Party becomes impossible due to the adoption of normative-&-legal acts that change the terms and conditions specified by this Contract and none of the Parties is willing to make amendments in this Contract,
- by the decision of the Court in the case of regular violation or failure to fulfill the provisions of this Contract.

7. CONFIDENTIALITY

In order to observe the provisions of this Contract the UNIVERSITY, the Company 1 and COMPANY 2 shall assume an obligation:

- not to disclose in any possible way any confidential information relating to the students of the Turkmenistan to any other individual or legal entity, company, organization or establishment
- not to use such information for personal benefit or for the benefit of other individuals and/or legal entities without previous written consent of appropriate Party thereto
- to keep properly the obtained Confidential information relating to the citizens of the Turkmenistan preventing its disclosure or use by any other individual or legal entity, company, organization or establishment
- to specify the list of the representatives entitled to have access to the Confidential information of the citizens of the Turkmenistan and submit the list of such representatives to the appropriate Party
- to make the representatives personally responsible for the failure to observe the procedure of the use or disclosure of the Confidential information and make them sign the written obligation to keep secret the Confidential information.
- to bear responsibility for the improper use or disclosure of the Confidential information relating to the citizens of

Turkmenistan, not to disclose or make it public in any way, not to give it to the third Parties and defend it from any encroachments and in the case of the threat of such an encroachment to immediately notify the appropriate Party thereof.

- not to take any actions that can result in the unauthorized access of the third Parties to the Confidential information relating to the citizens of the Turkmenistan and not to use the Confidential information for any purposes except for those provided for by this Contract and/or additional Contracts that are an inseparable part of this Contract and/or by the agreements of the Parties.

8. GENERAL PROVISIONS

This Contract takes effect on 31 of August, 2023 and it is valid until 05 of May, 2024.

None of the Parties has a right to delegate its rights and obligations under this Contract to the third Party without a written consent of two other parties thereto,

All the alterations and additions to this Contract are valid only if made in writing and signed by the authorized representatives of the Parties.

This Contract is concluded and signed in three authentic copies in English; one copy for each Party.

9. LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES

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Pro-rector  **Hennadiy KHRYFUNOV**



COMPANY 2

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Director 



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