AGREEMENT

between H.S. Skovoroda Kharkiv National Pedagogical University

and the partner organization of

Ningbo University

for the organization of remote recruitment of foreign nationals to study for higher education

KHARKIV – 2023

Agreement N 13-08/3

03 **April 2023**

between the higher education institution and the partner organization

1. PARTIES

H.S. Skovoroda Kharkiv National Pedagogical University, hereinafter – KhNPU, represented by Rector, Yurii Boichuk, acting on the basis of the Statute, on the one side, and Ningbo University, hereinafter – the partner organization, represented by Rector, Yu Zizheng, acting on the basis of the Statute, on the other side, hereinafter the Parties, and each separately – the Party, have entered into this Agreement on the following.

2. PURPOSE AND SUBJECT OF THE AGREEMENT

2.1 The subject of the agreement is the provision of 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 KhNPU in remote format.

3. PRINCIPLES AND INTERACTION OF THE PARTIES

3.1. Within the framework of this Agreement and within the available resources, the Parties shall build their relations on the basis of equality, partnership and protection of the rights and interests of each of the Parties.

3.2. The Parties shall designate authorized representatives to hold consultations and prepare proposals for the joint implementation of the directions of cooperation established by this Agreement. The Parties shall interact with each other on the implementation of the provisions of this Agreement through authorized representatives delegated by the Parties to consider urgent issues and implement joint actions.

3.3. The Parties shall inform and consult each other on issues of common interest related to the implementation of the provisions of this Agreement.

3.4. The Parties will coordinate actions, exchange information and data to implement the provisions of this Agreement.

3.5. The Parties may convene meetings in a timely manner to agree upon, discuss, review actions to be taken, and plan further activities.

3.6. KhNPU has the right conduct an inspection of the partner organization in order to determine the technical and legal compliance of the partner organization with the requirements of this Agreement. The form of such an inspection shall be determined by KhNPU, of which the partner organization shall be informed in advance.

3.7. KhNPU may unilaterally terminate the agreement in case of non-compliance or violation of the terms of this Agreement by the partner organization.

4. REQUIREMENTS FOR THE ORGANIZATION

4.1. The partner organization that cooperates with KhNPU must meet the following requirements:

4.1.1. Compliance of the premises area for remote submission of documents, consultations and entrance tests with the established norms of quarantine restrictions in the country where recruitment is carried out;
4.1.2. Providing entrants with personal protective equipment;
4.1.3. Ensuring the procedure of entrants' identification using facial recognition technologies, which includes verification of personal data (surname, patronymic (if available)), biometric data and their verification with the official (state) database;
4.1.4. Ensuring control of compliance with the requirements of integrity during the entrance exam for foreigners;
4.1.5. Providing a place to store the entrants' phones, tablets and other electronic devices confiscated during the entrance examination;
4.1.6. Providing a device for suppressing cellular and Internet networks;
4.1.7. Ensuring video surveillance around the perimeter of the auditorium where the entrance exam for foreigners takes place by installing at least two video cameras;
4.1.8. Providing technical equipment for video communication with the examination commission of the educational institution in real time (computer, video camera, microphone, TV or projector with a screen);
4.1.9. Presence in the auditorium of at least two employees to monitor compliance with the requirements of academic integrity and technical support during the entrance exam for foreigners;
4.1.10. Providing all entrants with individual computers connected to the online platform of the institution, which will be used to hold the entrance exam for foreigners;
4.1.11. Providing consultations and trainings before the entrance exam for foreigners so they can get acquainted with its rules in the remote form and the use of the online platform;
4.1.12. Providing video recordings of the entrance exams, transfer of video materials to the educational institution through the online platform, storage of information and video materials after the entrance exam for foreigners for five years at the partner organization.
4.2. It is preferable for the leadership of the partner organization to have higher education and experience in the field of education and to be a resident of the host country.

5. FINANCIAL RELATIONS OF THE PARTIES

5.1. The Parties shall not incur any financial or property obligations, except those arising on the basis of mutual agreements concluded between the Parties on the basis of this Agreement in order to implement its provisions.

6. RESPONSIBILITY OF THE PARTIES AND PROCEDURE FOR SETTLEMENT OF DISPUTES

6.1. The Parties shall be liable for non-fulfillment or improper fulfillment of the terms of the Agreement in the manner and within the limits provided by the

Agreement, current legislation of Ukraine, as well as current international agreements approved by the Verkhovna Rada of Ukraine.

6.2. In case of disputes or disagreements, the Parties undertake to resolve them through mutual negotiations and consultations.

6.3. In case of failure of the Parties to reach an agreement through mutual negotiations and consultations, disputes (disagreements) shall be resolved in court in accordance with the current legislation of Ukraine.

7. DISPUTE RESOLUTION PROCEDURE

7.1. The Parties agree that all disputes arising between them in the implementation, amendment and termination of this Agreement will be resolved through negotiations. In case of disagreement between the Parties, the dispute shall be reviewed in the national courts of Ukraine.

8. EXPIRY DATE

8.1. This Agreement shall enter into force on the date of signing.

8.2. The Agreement is signed for a period of 1 (one) year.

8.3. This Agreement may be terminated at any time by decision of both Parties, as well as unilaterally at the initiative of one of the Parties. The Party initiating the termination of this Agreement shall notify the other Party in writing no later than 30 (thirty) days before the date of termination. Such termination notice shall be sent to the address specified in this Agreement or to the last known address of the Party.

8.4. In matters not regulated by this Agreement, which relate to the implementation of the subject of the Agreement on the territory of Ukraine, the Parties shall be governed by the laws of Ukraine, and on the territory (the PRC) shall be performed in accordance with applicable law (of the PRC) and international law.

8.5. In the event of termination of this Agreement, measures initiated on the basis of the Agreement and not completed during its term shall be continued and terminated under conditions previously agreed upon by the Parties, except where such measures cannot be completed.

9. CONFIDENTIALITY

9.1. The Parties, namely: KhNPU and the partner organization,-in compliance with the terms of this Agreement 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 KhNPU and the partner organization 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 partner organization 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.

9.7. 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.

9.8. 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. FINAL PROVISIONS

10.1. By mutual agreement of the Parties, this Agreement may be supplemented and amended, which will form an integral part of it, by signing the relevant additional Agreements on amendments.

10.2. In the event of disputes or disagreements, in particular over the interpretation or application of the provisions of this Agreement, the Parties undertake to resolve them through mutual negotiations and consultations in order to reach a mutual agreement.

10.3. The Agreement is concluded and signed in two authentic copies, in Ukrainian and English languages, of equal legal force, one for each of the Parties.

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