



**Ministry of Culture and Information Policy of Ukraine
Ukrainian National Tchaikovsky Academy of Music**

MEMORANDUM ON COOPERATION

Kyiv- 2022

UKRAINIAN NATIONAL TCHAIKOVSKY ACADEMY OF MUSIC

and

CO CENTER OF CULTURE AND ART OF CHINA

signed this Memorandum in order to establish cooperation in the field of
culture, arts and education.

GOAL

The purpose of the Memorandum is to establish partnerships in the field
of music, education and science for the organization of distance recruitment of
foreign nationals for higher education at the UNTAM

UKRAINIAN NATIONAL TCHAIKOVSKY ACADEMY OF MUSIC (hereinafter referred to as Party A) represented by President Maksym Tymoshenko, acting on the basis of the Statute, on the one hand, and **CO CENTER OF CULTURE AND ART OF CHINA** (hereinafter referred to as Party B), represented by **GENERAL DIRECTOR PENG LIU**, acting on the other hand, (hereinafter referred to as the Parties), have concluded this Memorandum of Partnership and Cooperation in accordance with their statutory objectives – (Memorandum) on the following:

1. Subject of Memorandum

1.1. The subject of the Memorandum is:

- consolidation of efforts and capabilities of the Parties in order to establish partnerships in the field of music, education and science for the organization of distance recruitment of foreign nationals to study for higher education at the UNTAM;
- provision of services by partner **CO CENTER OF CULTURE AND ART OF CHINA** on identification of persons, verification of original documents of entrants, organization of reception of applications of entrants in electronic form, provision of premises and technical means for consultations and entrance tests for foreign citizens who wish to enter the UNTAM remote format.

2. Principles of interaction and coordination of actions of the Parties

- 2.1.** Principles of cooperation between the Parties: mutual respect, trust, informing each other, constructive dialogue and cooperation.
- 2.2.** Each Party in its current activities acts as an independent legal entity, none of the provisions of this Memorandum shall be deemed to create and / or recognize the establishment of a joint legal entity of the Parties, their joint activity agreement, relationship of dependence or subordination between the Parties.
- 2.3.** The Parties are independent of each other in their actions, including financially, each of the Parties decides its own financial issues, covers its own financial (monetary) obligations, cooperation between the Parties is voluntary and free of charge. Neither Party shall be liable for the financial obligations of the other Party.

3. Rights and obligations of the Parties

3.1. The parties have the right to:

- 3.1.1.** Develop, implement by mutual agreement, measures and projects within the framework of this Memorandum.
- 3.1.2.** To effectively implement the tasks to hold coordination meetings on a schedule or as needed.
- 3.1.3.** Involve other people and / or institutions, organizations and inform each other about the results.
- 3.1.4.** Inform each other about activities and projects of mutual interest of the Parties, provide relevant information materials at the request of the other Party.
- 3.1.5.** In the relations of cooperation to use own intellectual resource, developments, other intangible assets in the order provided by the current legislation and with observance of requirements of the legislation concerning objects of intellectual property.

3.2. The parties are obliged to:

- 3.2.1.** Maintain business and public contacts and take all necessary measures to ensure the effectiveness and development of business and public relations, to promote the development of forms of cooperation agreed by the Parties to achieve the objectives set out in the Memorandum.
- 3.2.2** Provide the necessary information, materials, documents and other data necessary for the implementation of this Memorandum in a form and within a timeframe that will facilitate their operational use.
- 3.2.3** Refrain from actions that may cause material, moral or other harm to the other Party.

3.3. Party B is required to be a resident of the country of origin of the entrants.

3.3.1. Party B shall comply with the following requirements:

- ensure compliance of the area of premises for remote submission of documents, consultations and entrance tests with the established norms of quarantine restrictions in the country where recruitment is carried out;
- provide entrants with personal protective equipment;

- provide procedures for identification of entrants using face recognition technologies, which includes verification of personal data (surname, patronymic (if any)), biometric data and their verification with the official (state) database;
- to ensure control of compliance with the requirements of integrity during the entrance exam for foreigners;
- to provide storage places for phones, tablets and other electronic devices of entrants withdrawn during the entrance examination;
- provide a device for suppressing cellular and Internet networks;
- provide video surveillance around the perimeter of the auditorium where the entrance exam for foreigners takes place by installing at least two video cameras;
- provide 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);
- 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 exam for foreigners;
- provide all entrants with individual computers connected to the online platform of the institution, through which the entrance exam for foreigners will take place;
- to provide consultations and trainings before the entrance exam for foreigners in order to get acquainted with the rules of its preparation in the remote form and use the online platform;
- provide video recording of the entrance exam, transfer of video material to the educational institution through the online platform, storage of information and video materials after the entrance exam for foreigners for five years in a partner organization.

4. Validity, amendments to the Memorandum

- 4.1.** This Memorandum shall enter into force upon signature by the authorized representatives and be sealed by the Parties and shall be valid for 1 (one) year. The continuation of the Memorandum is carried out by concluding an additional agreement by the Parties before the expiration of the Memorandum. The Parties may terminate this Memorandum at any time by notifying the other Party in writing no later than 2 (two) calendar months.
- 4.2.** In the event of termination of this Memorandum, measures initiated under the Memorandum and not completed during its term shall continue and be completed in accordance with the conditions previously agreed by the Parties, except in cases where it is impossible to complete these measures.
- 4.3.** The provisions of this Memorandum may be amended by agreement of the Parties by concluding additional agreements, which after signing by the Parties become integral parts of this Memorandum.

5. Confidentiality and trade secrets

- 5.1.** All information received by the Parties to the Memorandum in resolving issues related (directly or indirectly) to the subject of this Memorandum; information transmitted by the other Party as confidential, the other Party may not disclose without the written consent of the Party that provided such information.
- 5.2.** The Parties guarantee each other that during and after the expiration of the Memorandum they will not use in their own interests and / or in the interests of third parties (including commercial distribution, free transfer, etc.) information that became known as a result of the Memorandum. Parties as confidential.

6. Financial obligations of the Parties

- 6.1.** Neither Party has a financial obligation to the other Party. Any financial obligations in the event that the Parties carry out activities, programs, projects, etc. are resolved by concluding separate agreements and contracts.

7. Final provisions

- 7.1.** The Memorandum is drawn up in the Ukrainian and English languages in two copies having equal legal force, one for each of the Parties.

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PENG LIU**



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