

## **Agreement on cooperation**

Mykolaiv

01.03. 2021

Private Higher educational institution **"Pylyp Orlyk International Classical University"** Ukraine, hereinafter referred to as "the university" represented by the rector Ludmilla Pavlivna Matvienko on the one hand and recruitment and consulting company **ASA Management Consultancy and Recruiting LLC**, Turkey hereinafter referred to as "the company" represented by the director Sebih Caylak on the other hand hereinafter referred to as the "parties" guided by the current legislation of Ukraine and the Republic of Turkey, the principles of constructive cooperation have concluded this agreement on the following

### **1. General Provisions**

1.1. This agreement defines the procedure for interaction between the parties in the implementation of the summer international student programme hereinafter referred to as "LMSP", which provides an opportunity for university students hereinafter referred to as "programme participants" to undergo summer practice and internships at tourism and hospitality enterprises in the republic of Turkey for a period of up to five months from May 1st to September 30th, as well as the exchange of information within the framework of this cooperation and coordination of actions to protect the rights and freedoms of programme participants and employers of citizens of the Republic of Turkey.

1.2. Sending programme participants to the Republic of Turkey is carried out by the university upon an official application from the company.

1.3. The legal basis and principles of interaction are determined by the current legislation of Ukraine and the Republic of Turkey.

1.4. The company promotes the observance and protection of social and economic rights of programme participants in the Republic of Turkey within the framework of this "LMSP".

### **2. Goals and objectives**

2.1. The main task of the parties is to assist the programme participants in professional practice and internships at the enterprises of the hotel business and tourism and to provide opportunities for cultural development in the Republic of Turkey.

2.2. The parties shall cooperate for the purpose of coordinated implementation of activities and mutual obligations to take measures aimed at placing the programme participants in working positions in the tourism and hotel business enterprises of the Republic of Turkey, hereinafter referred to as the practice base, in the following departments:

- Front office/reception with salary \$ 400-550;

- Animation with a salary \$ 450-700;

- Department of work with guests (GR-guest relationship) with a salary \$ 450-550;
- workshops for children (mini-club) with a salary \$400-600;
- catering service (F&B-food and beverage) with a salary \$ 400-600

and obtaining quality knowledge and skills in this area.

Work schedule in the departments:

Front Office / Guest Relations Department / Catering Service in shifts from 8:00 to 16:00 or from 16:00 to 0:00 (with breaks, 8-10 hours)

### **3. Obligations of the University**

3.1. Conduct information and presentation work aimed at attracting programme participants.

3.2. Create a database of programme participants.

3.3. On the basis of the criteria and requirements of the company provided by the applications, inform the programme participants about possible options for the "LMSP" and, following the requirements of the applications, conduct preliminary recruitment of programme participants.

3.4. Provide a list of pre-selected programme participants with their surname, name, date of birth, passport series and date of issue, education, speciality, qualifications, marital status, and work experience.

3.5. Determine, together with the company, the dates, time and format of interviews of potential internship sites with the Programme participants selected based on the preliminary selection results.

3.6. Organise the interview and ensure the participation of the Programme participants selected on the basis of the preliminary selection results.

3.7. Provide the company with the necessary documents of the programme participants selected on the basis of the interview results for the issuance of entry documents for a work visa within three business days.

For this purpose, after the approval of the programme participant's candidacy by the practice base, the following documents are provided:

- notarised police clearance certificate with translation into Turkish
- document on education
- 5x5 biometric photo in paper and electronic form
- copies of the passport of a citizen of Ukraine
- copies of the passport of a citizen of Ukraine for travelling abroad

- a notarized power of attorney of the company to represent the programme participant in the authorised bodies of the Republic of Turkey in Ukraine

3.8. Ensure the organised departure of the selected and invited programme participants to the Republic of Turkey within the terms agreed with the company.

#### **4. Obligations of the Company**

4.1 After signing this agreement, ensure that the university submits an application with all the necessary information about guaranteed places for the practice of programme participants in the Republic of Turkey and provides advisory assistance on registration and practice in the territory of the Republic of Turkey.

4.2. The application must contain information on the number of available internship places, speciality requirements description of the types of work information on the estimated amount of payment information on social and living conditions, food, travel, etc. the desired date of arrival of the programme participants in the Republic of Turkey and other necessary information.

4.3. Agree with the hotels that serve as internship sites on the date, time and format of the interview with the pre-selected programme participants.

4.4. Approve the list of programme participants selected based on the results of the interview and submit it to the University no later than three working days after the interview.

4.5. Approve and send to the University invitations to the names of the selected programme participants from the participating practice bases.

4.6. Assist selected programme participants in preparing and obtaining a work visa following the legislation of the Republic of Turkey. For this purpose, programme participants must pay intermediary services at the embassy of the Republic of Turkey in the amount of €110.

4.7. Facilitate timely registration and registration of the Programme participants with the authorised bodies in accordance with the requirements of the legislation of the Republic of Turkey.

4.8. Take the necessary measures to organise the meeting and seeing off of the Programme participants at the points of arrival and departure, airports, railway stations, etc. in the Republic of Turkey

4.9. Practise base pays for the flight of the programme participants in both directions with no more than one stopover, and provides the programme participants with meals on the territory of the hotel three times a week, a room with a maximum occupancy of up to four people. The place of residence shall meet the sanitary and hygienic standards and technical requirements in accordance with the legislation of the Republic of Turkey, the presence in each room of a bathroom, air conditioning, television, wardrobe and a separate bed. And also provides service transport in case the place of residence is located more than 1000m from the working place. Provides all programme participants with a company uniform, and

conducts training sessions. Upon completion of the programme, the LMSP issues each participant with a certificate of completion of the internship at the enterprise, indicating the duration of the internship and the position held.

4.10. After obtaining a work visa, provide the necessary medical care to the Programme Participants within the framework of the state health insurance following the legislation of the Republic of Turkey. General health insurance automatically comes into force after 30 days from the date of commencement of employment. During this thirty-day period, the practice base bears all costs of providing medical care to the Programme Participant. State health insurance does not cover dermatological and dental services.

4.11. Ensure the conclusion of contracts between the Programme participants and hotels or other companies in the Republic of Turkey where the Programme participants will be trained. When concluding the above-mentioned agreements, it shall always act in the interests of the Programme Participants. Positions for which the internship will be carried out as specified in clause 2.2 of this Agreement, the training base shall be determined by its needs.

4.12. Monitor the activities of the programme participants on an ongoing basis, notify the university of all cases of termination of the agreement, unauthorised termination of work, transition to an illegal situation, or obtaining an occupational injury or illness. If the programme participant wishes to terminate the agreement for a valid reason, he/she provides a document confirming this reason. In this case, the flight from Antalya to Kharkiv is carried out at the expense of the programme participant.

4.13. Within its competence, solve problems that arise during the stay of the programme participants in the Republic of Turkey.

4.14. Ensures timely payment of salaries to the Programme participants in the amount stipulated in the agreement between the Programme participant and the practice base. The salary is calculated in Turkish liras. The amount in Turkish liras is equivalent to the amount in US dollars according to clause 2.2 of this agreement, regardless of the exchange rate of the Central Bank of the Republic of Turkey. The hours worked by the Programme participant in excess of the norms are paid, or free time is provided. The salary is credited to the bank card of the Programme participant opened in his/her name at the branch of the Bank of Turkey. Overtime hours are either paid additionally or an additional day off is granted.

4.15. In case of the death of the programme participant at the workplace, in work transport or the dormitory, subject to the established rules, the costs associated with the return of the deceased body to Ukraine for burial are borne by the practice base. Other cases will be considered within the framework of the legislation of the Republic of Turkey.

## **5. Responsibilities of the parties**

5.1. The parties are responsible for the non-fulfilment or improper fulfilment of their obligations under this agreement within the framework of the current legislation of the Republic of Turkey and Ukraine, international law and interstate agreements signed between the Republic of Turkey and Ukraine.

5.2. The parties undertake not to disclose confidential information that has become known during joint activities. The university has no right to indicate in the references the trade names of hotels and other companies with which it cooperates through the company.

## **6. Resolution of disputes**

6.1. All disputes arising out of this agreement shall be resolved by the parties through negotiations. If the parties fail to resolve the dispute, the dispute shall be referred to arbitration or arbitration court selected by agreement of the parties. The decision of the court shall be final and binding on the parties.

6.2. For all provisions specified in this agreement, the relations between the parties shall be governed by the laws of the Republic of Turkey and Ukraine.

## **7. Force majeure circumstances**

7.1. Force majeure means actions that do not depend on the will and desire of the parties, like earthquakes, floods, natural disasters, fire, strikes, changes in legislation government decisions.

7.2. In force majeure circumstances, the parties shall not be liable for failure to fulfil their obligations under the agreement. The consequences of force majeure shall be eliminated through negotiations.

7.3 The party for which it is impossible to fulfil its obligations under this agreement must notify the other party of the occurrence and termination of circumstances that prevent the fulfilment of obligations within a period of not later than two weeks.

## **8. Final provisions**

8.1. This agreement is concluded for a period of one year and shall be automatically renewed for each subsequent year in the absence of a written notice of termination of participation in it given by either party not less than two months in advance.

8.2. This agreement may be terminated early upon written notice by either party. Notice of early termination of this agreement shall be considered by the other party within 15 days.

8.3. This agreement is made in Ukrainian and Turkish in two counterparts having equal legal force, one copy for each party.

8.4. The relations between the parties are of priority. The university may further enter into relations with hotels and companies where the participants of the programme have been trained with the assistance of the company, only through the mediation of the company. The rights and obligations of each party under this agreement may not be transferred to another third party or person not authorised by both parties.

8.5. The university shall not in any way contact the hotel administration of the person brought to the country for interviews. The university shall not provide staff to the company's clients in the following year.

8.6. Changes and additions to this agreement are made by agreement of the parties in writing and are drawn up in a separate protocol that is an integral part of this agreement.

8.7. This agreement shall enter into force on the date of its signing.

8.8. This agreement is signed on 01.03.2021

**Legal addresses and signatures of the parties:**

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