**AGREEMENT (OFFER) TO PARTICIPATE IN THE EVENT**

Moscow

National Research University Higher School of Economics, hereinafter, referred to as the “Contractor”, or “HSE University”, represented by the Head of the HSE University’s Institute of Education, Isak Davidovich Froumin, acting on the basis of Power of Attorney №6.13-08.1/2905-08, dated May 29, 2017, on the one hand, shall offer any individual who has reached the age established as per the legislation of the Russian Federation for accepting an offer and possessing the requisite powers, hereinafter, the “Client”, to sign this agreement to take part in an event (hereinafter, the “Agreement”) as per the terms presented below.

1. **TERMS AND DEFINITIONS**
	1. The “**Client**” – an individual person who shall utilize the Services provided under this Agreement.

If the Client has reached 18 years of age, he/she shall have the right to accept the offer contained in the Agreement and act in his/her own right and on his/her own authority within the terms of this Agreement.

If the Client is between 14 and 18 years of age, he/she may have the right to accept the Offer presented in the Agreement, as well as independently act in his/her own right in accordance with it as long has he/she has received the written consent of their legal representative (one of his/her biological or adoptive parents, or a legal guardian) to sign the Agreement in accordance with Art. 26 of the Civil Code of the Russian Federation (hereinafter, the “Civil Code”).

In other instances, the Client shall not have the right to accept this offer.

* 1. “**Offer**” – the Offer expressed in the Agreement proposed by the Contractor to an individual who has reached the age established in the legislation of the Russian Federation to accept the Offer and possessing the requisite powers.
	2. “**Acceptance**” – the Client’s consent with respect to the terms of this Agreement, expressed in his/her full-scale compliance with the terms therein;
	3. “**Services**” – the Services to organize the Client’s involvement in the Event, provided by the Contractor as per the Event’s programme, which shall be an integral part of the Agreement, as well as the information posted on the Contractor’s official website (corporate portal) at <https://educonf.hse.ru/2019>, which, in its turn, shall be an integral part of this Agreement.
	4. “**Event–** the X International Russian Higher Education Conference (RHEC), organized and carried out by the Contractor on the subject “Contributions of Higher Education to Society and Economy: Global, National and Regional Challenges,” during which the Services shall be provided.
1. **LEGAL BASIS**
	1. The legal basis for regulating relations between the Parties under this Agreement includes the Civil Code and other laws and regulations of the Russian Federation.
	2. The Agreement contains a public offer (as per p. 2, Art. 437 of the Civil Code of the Russian Federation).
	3. The Agreement shall be considered concluded with the Client’s Acceptance of the Offer from the Contractor. Full and unqualified Acceptance of the Contractor’s Offer shall mean that the Client has filled in the registration form on the Contractor’s official website (corporate portal) at <https://educonf.hse.ru/2019> (hereinafter, the “Website”), no later than 5 (five) days prior to the start date of the Event, as per the procedure specified in this Agreement, and he/she has paid for participation in the Event as per the terms of this Agreement.
	4. The timeframe to provide the Services: as of the date of this Agreement’s signing until October 25, 2019, inclusive;
	5. The date (period) of the Event: from October 23, 2019, until October 25, 2019.
	6. Acceptance of the Offer shall mean that the Client has agreed to all of the terms of the Agreement and shall be obliged to follow them henceforward.
2. **SUBJECT OF THE AGREEMENT**
	1. The subject of this Agreement is the Contractor’s provision of the Services under the terms and procedures specified therein, which the Client should pay for as per the requirements of Section 4 of this Agreement.
	2. Location of the Services’ provision: 9/11 Myasnitskaya Ul., Moscow, Russian Federation
	3. The HSE University’s Institute of Education is the Contractor’s subdivision charged with organizing and holding the Event.
	4. Further information about the Event, its dates, location and time, and other information on the Services shall be posted by the Contractor on its Website and/or respective social network(s) at: <https://educonf.hse.ru/2019>; <https://www.facebook.com/raherconference/>.
3. **RIGHTS AND OBLIGATIONS**
	1. **The Contractor is obliged to:**
		1. ensure the Client’s registration to participate in the Event through the Website;
		2. after the Client’s registration to take part in the Event, he/she shall receive an e-mail confirming his/her inclusion on the participant list with a registration number for the Agreement (hereinafter, the “Agreement’s registration number”);
		3. inform the Client about important information about the Services through its posting on the Website;
		4. provide the Client with clarifications with respect to any issues or questions pertaining the procedure and rules for filling in the registration form on the Website, the specifics of the Services provided and other issues in regards to the Services provided hereunder, either verbally by telephone or in writing via e-mail;
		5. provide the Services to the Client in the volume specified in the Agreement, in accordance with the Event’s programme;
		6. if there are any changes to the terms for the provision of the Services (e.g., changes in the commencement date of the provision of the Services, or the dates of the Event), inform the Client no less than 3 (three) days before such changes may come into effect. Such a notification shall be posted on the Contractor’s Website, as well as sent via e-mail to the Client to the address he/she indicated in the registration form filled on the Website in order to take part in the Event;
		7. Upon the completion of the Services’ provision, provide the Client with a document confirming their participation in the Event (certificate of participation). This document shall not be considered as an educational document, qualification or a HSE University’s diploma certificate.
	2. **The Contractor has the right to:**
		1. receive from the Client any information deemed necessary for the execution of the obligations under this Agreement;
		2. independently determine the methods of the provision of the Services under this Agreement;
		3. if the number of the Event participants on the start date of the Event, as indicated in p. 2.5 of this Agreement, is insufficient for providing the Services, the Event’s start shall be moved to a later date. In such a case, the Client shall be informed as per the method(s) set out in this Agreement.

* 1. **The Client is obliged to:**
		1. get acquainted with the information on the Services’ provision independently and in a timely fashion;
		2. fill in all obligatory fields of the registration form on the Website, including full and accurate information about his/herself and passport details;
		3. if he/she wishes to refuse to execute the Agreement unilaterally, send the Contractor a relevant notification to the e-mail indicated in Section 10 of this Agreement. In the notification about his/her refusal to execute the Agreement, the Client bears the right to indicate the date when he/she wishes to terminate the Agreement’s validity; if such a date is not indicated by the Client, the date of the Agreement’s termination shall be the date when the Contractor receives the Client’s notification about his/her wish to refuse the implementation of the Agreement;
		4. pay for the Services as per the terms, procedures and timeframe established in this Agreement. The payment details must include the Client’s full name and the Agreement’s registration number.
	2. **The Client has the right to:**
		1. contact the Contractor in regards to clarifying any issues regarding the provision of the Services under the Agreement, either by contacting the telephone number provided in Section 10 of the Agreement, or by sending a message to the Contractor’s e-mail address, as specified in Section 10 of the Agreement;
		2. request that the Contractor follow the terms of this Agreement;
		3. unilaterally refuse to execute the Agreement.
1. **COST OF SERVICES AND PAYMENT PROCEDURES**
	1. The overall cost of the Services under the Agreement shall depend on the category of participants and amounts to the following:

|  |  |
| --- | --- |
|  | Category of participants |
| Registration period | For participants from Russia (including 20% VAT) | For participants from other countries (including 20% VAT) | For students and doctoral students of other universities and graduates of the HSE University’s Institute of Education (including 20% VAT) |
| Until August 25, 2019  | RUB 2,000  | RUB 4,500  | RUB 500  |
| From August 26 until October 1, 2019 | RUB 4,000  | RUB 6,000  | RUB 700 |
| 2 – 13 October 2019  | RUB 5,000  | RUB 7,000 | RUB 1,000  |

The costs of the Services under this Agreement shall include all expenditures borne by the Contractor related to its full-scale execution of this Agreement.

* 1. The Client shall pay for the Contractor’s Services, as specified in this Agreement, through the transfer of funds to the Contractor’s payment account using one of the following methods:
		1. by bank transfer, through HSE University’s integrated payment system as indicated on the Website at: [indicate the website with information for the payment for the Services through HSE University’s payment system]
		2. in cash, as per the HSE University’s bank details specified in Section 10 of this Agreement, through depositing cash money to a banking organization or a payment agent (subagent), which receives payments from individual persons, with an obligatory confirmation of payment presented to the Contractor’s e-mail address as stated in section 10 of this Agreement.
	2. The Client shall pay for the Contractor’s Services in full measure no later than 5 (five) calendar days prior to the start of the Event, as indicated in p. 2.5 of the Agreement.

Payment for the Services shall be made by the Client in Russian roubles.

* 1. If the Client informs the Contractor about his/her unilateral refusal to execute the Agreement no later than 5 (five) working days prior to the start of the Event (first day of the Event), the funds transferred by the Client to the Contractor to pay for the Agreement shall be returned by the Contractor in full.
	2. If the Client has informed the Contractor about his/her unilateral refused to execute the Agreement later than 5 (five) working days prior to the start of the Event (the first day of the Event), the funds transferred by the Client to the Contractor to pay for the Agreement shall not be refunded in full but rather considered as a compensation for the Contractor’s actual costs incurred by the provision of the Services or the Contractor’s losses prior to the date of the Agreement’s termination.
	3. If the Client does not appear at the Event on any day, or on one or several days, missing all sessions, or missing one or several sessions of the Event, the Contractor shall not be obliged to recalculate the total cost of the Agreement and refund to the Client a part of the total cost for the missed sessions/days of the Event, with the exception of the instances specified in p. 5.4.
1. **PROCESSING OF PERSONAL DATA**
	1. By signing this Agreement, the Client, by act of his/her own will and interest, hereby provides consent to the Contractor to record, systematize, accumulate, store, correct, extract, use, transfer (present, distribute, and provide access thereto) to third parties his/her personal data, which has been provided by filling in the registration form on the Website, or data that has become known to the Contractor through the execution of this Agreement, including: last name, first name, middle name/patronymic, registration address, permanent address, date and place of birth, mobile phone number, personal e-mail contact, information on social media accounts, skills and qualifications (education, academic degrees and titles, experience), personal photography (images), including via the automatic processing of such data, so that the Contractor may carry out its main activities in accordance with its charter and activities specified by the terms of this Agreement, as well as with respect to the collection and analysis of information with respect to the relevance of the Event.
	2. The Contractor shall retain the right to use the personal data submitted by the Client in order to meet the requirements of the current legislation and regulations of the Russian Federation (including those with respect to the prevention of and/or cessation of illegal and/or wrongful acts of other users of the Website). The information provided by the Client may be divulged only in accordance with the relevant legislation of the Russian Federation as per the request of a court, law enforcement agencies, and equally in other cases as specified in the laws of the Russian Federation
	3. The Client’s consent for the processing of his/her personal data shall be valid from the date of the Agreement’s signing and will run for 5 (five) years from the date of the completion of the provision of the Services under the Agreement, with the exception of instances whereby the processing of such personal data is carried out with respect to military, migration, statistical and accounting reporting, the term of which shall be 75 (seventy-five) years from the date of the Agreement’s termination. The Client may withdraw his/her consent for processing personal data, which he/she should inform the Contractor about in writing.
	4. . The Contractor shall retain the right to store (archival storage) and document collections and personal data, including electronic (digital) documents (originals and copies), in electronic databases.
2. **TERM OF THE AGREEMENT, PROCEDURES FOR ITS AMENDMENT AND TERMINATION**
	1. The Agreement shall be considered signed and come into force from the date of the Client’s Acceptance of the Offer.

Should the Client fail to carry out at least 1 (one) of the actions specified in p. 2.3. of the Agreement, it shall not be considered signed and, therefore, the Client will not be allowed to participate in the Event.

* 1. The Agreement shall be valid until both Parties have fulfilled their respective obligations in full as long as the Agreement has not been terminated before time by one or both of the Parties upon their mutual consent.
	2. This Agreement may be amended or terminated on the basis of and as per the procedures set out in the laws of the Russian Federation and the Agreement itself.
	3. If the case stated in p. 4.3.3. of this Agreement takes place, it shall be considered to be terminated as of the date when the Contractor receives the relevant notification from the Client.

1. **OBLIGATIONS OF THE PARTIES**
	1. The Parties shall be responsible for their failure to perform or improper execution of the terms of this Agreement as per the respective laws of the Russian Federation.
	2. The Client shall be responsible for the accuracy, relevance, completeness, and legality (in terms of the Russian legislation) of the information he/she provides to the Contractor through the registration form on the Website and the lack of complaints from third parties.
2. **OTHER TERMS**
	1. By signing this Agreement, the Client hereby submits his/her consent to receive informative messages at the e-mail address he/she provided in the registration form filled via the Website.
	2. The Contractor shall not be responsible for any other losses at the fault of the Client, which have appeared or might have appeared because of his/her use of the Website. Furthermore, the Contractor shall also not bear responsibility for the content of outside resources, which are linked on the Website.
	3. Participation in the Event shall not give the Client any advantages when applying to educational programmes at HSE University.
	4. The Client, if he/she is not an adult, shall guarantee that he/she has the written consent of his/her legal guardian (one of his/her biological or adoptive parents, or a legal guardian) for signing the Agreement as per the requirements of Art. 26 of the Civil Code of the Russian Federation.
	5. All communications, warnings, notifications, applications and other legally significant messages (hereinafter, “messages”) of the Parties during the execution of this Agreement shall be sent by the Parties in writing by e-mail to the addresses specified in Section 10 of the Agreement.
	6. A message via e-mail shall be considered delivered to the receiving Party on the day of its dispatch as long as it is has been sent to the address specified in Section 10 of this Agreement. An e-mail delivery shall be considered a failure if the sending Party receives a message about delivery failure.
	7. Any disagreements and/or arguments that may arise between the Parties while executing the terms of this Agreement shall be settled through negotiation procedures.
	8. If it is impossible to find a solution to a disagreement through negotiations, a prejudicial (complaint) procedure may be applied. In such cases, the Party whose right(s) has been violated, before taking legal action, shall inform the other Party of its complaint with a statement of requirements. A complaint may be presented as per the methods indicated in Section 9 of the Agreement. The timeframe to provide a reply to a complaint comes to 20 (twenty) working days after the complaint was received. A reply to a complaint shall be sent as per the methods indicated in Section 9 of the Agreement.
	9. If negotiations or a complaint procedure fail to produce a settlement between the Parties, all disputes and conflicts may be presented for review in court as per the procedure set forth in the procedural legislation of the Russian Federation.
	10. Any issues not covered by this Agreement shall be governed by the laws of the Russian Federation.
3. **ADDRESS AND BANKING INFORMATION OF THE:**

**CONTRACTOR:**

National Research University Higher School of Economics

Location: 20 Myasnitskaya Ul, Moscow, Russian Federation, 101000

INN 7714030726

KPP 770101001

Bank details:

Bank: PAO Sberbank, Moscow

BIK: 044525225

K/с: 30101810400000000225

P/с: 40503810938184000003

ОКПО: 17701729

ОКАТО: 45286555000

ОКТМО: 45375000

The Contractor’s Contact: Anastasia Vladislavovna Pichugina

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